



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Tuesday, June 20, 2017 to begin at 3:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

April 11, 2017 – *DEFERRED*

May 9, 2017 – *DEFERRED*

May 23, 2017 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **The Gardens at Riverview Farms** - Acceptance and dedication of Turkey Trot Drive (50-foot right-of-way [999 LF]), a portion of Lois Allen Road (50-foot right-of-way [504 LF]), a portion of Black Maple Way (50-foot right-of-way [387 LF]), a portion of Farmland Road (60-foot right-of-way [255 LF]), and a portion of Thin Pine Drive (50-foot right-of-way [1,615 LF]). There are 82 lots. All infrastructure except sidewalks (bonded) is complete.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements
2. **Daniel Island, Parcel BB5 and CC6** - Acceptance and dedication of Juliana Street (50-foot right-of-way [725 LF]), Trewin Court (50-foot right-of-way [455 LF]), Waker Street (50-foot right-of-way [600 LF]), a portion of Daniel Island Drive (right-of-way varies [1,230 LF]), a portion of Josiah Street (50-foot right-of-way [125 LF]), a portion of Limeburner Lane (20-foot right-of-way [115 LF]), and a portion of Waverly Street

(50-foot right-of-way [525 LF]). There are 73 lots. All infrastructure is complete and accepted.

- a. Title to Real Estate
- b. Affidavit for Taxable or Exempt Transfers
- c. Plat
- d. Exclusive Storm Water Drainage Easements

3. **Heritage Oaks, Phase 2** - Acceptance and dedication of Belle Terra Lane (50-foot right-of-way [613 LF]). There are 14 lots. All infrastructure is complete and accepted.

- a. Title to Real Estate
- b. Affidavit for Taxable or Exempt Transfers
- c. Plat
- d. Exclusive Storm Water Drainage Easements

4. **Sidewalk at Marginal Road** – Approval to notify SCDOT that the City intends to accept maintenance responsibility for a 5-foot wide by 358-linear-feet long concrete sidewalk and one ADA ramp with detectable warning assemblies for a portion of sidewalk located within the SCDOT right-of-way at Marginal Road (S-10-2469) to the intersection of Ponderosa Drive. Letter and map attached.

- a. Letter
- b. Map

5. **Sidewalk at Meeting Street** – Approval to notify SCDOT that the City intends to accept maintenance responsibility for an 8-foot wide by 165-linear-feet long concrete pavers sidewalk, landscape plantings, 6-foot wide by 305-linear-feet long concrete sidewalk, 15-foot wide by 40-linear-feet long concrete sidewalk, and one ADA ramp with detectable warning assemblies for a portion of sidewalk located within the SCDOT right-of-way at Meeting Street (S-107) and I-26 off-ramp. Through a standard City encroachment agreement, the owner agrees to maintain the non-standard materials. Letter and map attached.

- a. Letter
- b. Map

6. **Sidewalk at Main Road** – Approval to notify SCDOT that the City intends to accept maintenance responsibility for a 5-foot wide by 168-linear-feet long concrete sidewalk and four ADA ramps with detectable warning assemblies for a portion of sidewalk located within the SCDOT right-of-way at Main Road (S-10-20) and Brownswood Road (S-10-1442) at Oakside Apartments. Letter and map attached.

- a. Letter
- b. Map

E. Requests for Permanent Encroachments

28 Aiken Street – installing concrete step encroaching 5 inches and door hood encroaching 2 inches into right-of-way.

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **2588 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 5/30, 2017.**
2. **2592 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 5/30, 2017.**
3. **2610 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 5/30, 2017.**
4. **2762 August Road** – installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 5/30, 2017.**
5. **1448 Eutaw Battalion Drive** – installing 4.5-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 5/30, 2017.**
6. **161 King Street** – installing 3'4" right angle sign encroaching into right-of-way. This encroachment is temporary (The Oobe Store). **Approved 5/30, 2017.**
7. **28 Woolfe Street** – installing 42" x 109" right angle sign encroaching into right-of-way (Skygarden). This encroachment is temporary. **Approved 5/30, 2017.**
8. **460 King Street** – installing 21" x 36" right angle sign encroaching into right-of-way (Office Evolution). This encroachment is temporary. **Approved 5/30, 2017.**
9. **190 President Street** – installing junction box and 15-inch RCP tying into city storm drain encroaching into right-of-way. **This encroachment is temporary. Approved 5/30, 2017.**
10. **146 Brailsford Street** – installed 6-foot fence and wall-mounted HVAC unit encroaching into drainage easement. This encroachment is temporary. **Approved 6/9, 2017.**
11. **181 King George Street** - installing irrigation in right-of-way. This encroachment is temporary. **Approved 6/9, 2017.**
12. **107 Brailsford Street** - installing irrigation in right-of-way. This encroachment is temporary. **Approved 6/9, 2017.**
13. **2520 Josiah Street** – transfer from contractor – installed irrigation in right-of-way. This encroachment is temporary. **Approved 6/9, 2017.**
14. **2543 Josiah Street** – transfer from contractor – installed irrigation in right-of-way and fence in drainage easement. This encroachment is temporary. **Approved 6/9, 2017.**
15. **2663 Colonel Harrison Drive** – installing concrete driveway 3 feet into drainage easement. This encroachment is temporary. **Approved 6/9, 2017.**

- 16. 148 ½ East Bay Street** – installing 30” x 36” right angle sign encroaching into right-of-way (M.B. Kahn Construction Co, Inc.). This encroachment is temporary.
Approved 6/9, 2017.

G. Miscellaneous or Other New Business

1. Recommendation for stormwater requirements for re-development projects - ongoing. *DEFERRED*
2. Approval of a Memorandum of Agreement by and between the City of Charleston and MUSC regarding Doughty Street and the Medical District Project. *DEFERRED*
3. Memorandum of Understanding for In-Contract Watershed Master Plan for the Dupont-Wappoo Watershed between City of Charleston and Charleston County and Exhibit A. The MOU outlines the financial cost sharing for the project between the City and the County. The City has negotiated the total cost of the project with the consultant in the amount of \$373,025.00. The City will be responsible for 75% of the total cost, not to exceed \$279,768.75. The County will reimburse the City for 25% of the total cost, not to exceed \$93,256.25.

Councilmember Rodney Williams
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

TITLE TO REAL ESTATE

{00908762.DOCX 3}

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 16th day of March 2017.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

[Signature]
Witness Number One

RICHARD LOUIS
Printed Name

[Signature]
Witness Number Two

Elizabeth D. McGrath
Printed Name

Grantor
Ashton Charleston Residential L.L.C.

[Signature]
RYAN B. LEWIS

Printed Name
Its: DIVISION PRESIDENT

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF BERKELEY)

This foregoing instrument was acknowledged before me (the undersigned notary) by Ryan B. Lewis, the Division President of Ashton Charleston Residential L.L.C., a South Carolina limited liability company, on behalf of the Grantor on the 16th day of March, 2017.

Signature of Notary: [Signature]

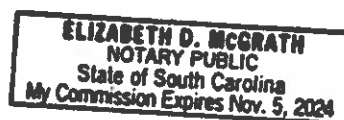
Print Name of Notary: Elizabeth D. McGrath

Notary Public for South Carolina

My Commission Expires: November 5, 2024

SEAL OF NOTARY

{00908762.DOCX 3}



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by ASHTON CHARLESTON RESIDENTIAL L.L.C.
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as GRANTOR.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



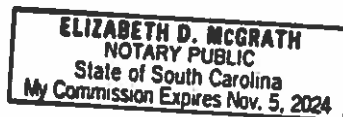
Responsible Person Connected with the Transaction

RYAN B. LEWIS
Print or Type Name Here Division President Ashton Woods

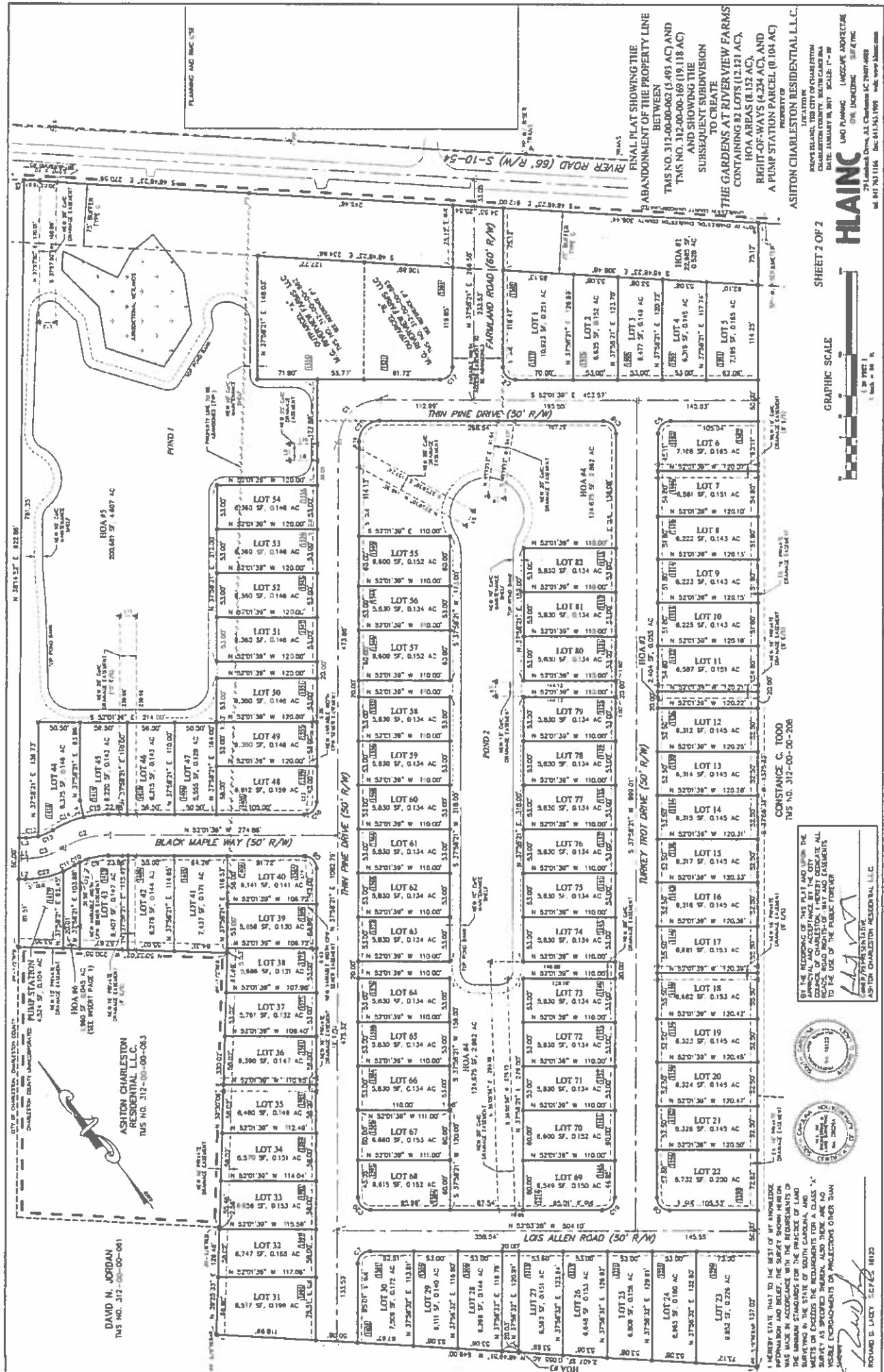
Sworn this 16th day of March 2017


Notary Public for South Carolina

My Commission Expires: March, 20
November 5, 2024



10812



SHEET 2 OF 2

GRAPHIC SCALE

HLA INC.
LAND PLANNING
291 Lombard Drive, All Charleston SC 29405-4903
tel 843.763.1166 fax 843.763.1169 web www.hla.com

CONSTANCE C. TOOD
TMS NO. 312-00-00-206

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY OF CHARLESTON, SOUTH CAROLINA, ALL RECORDS OF THIS PLAT ARE TO BE OPEN TO THE USE OF THE PUBLIC FOR THE CITY OF CHARLESTON, SOUTH CAROLINA.



DAVID N. JORDAN
TMS NO. 312-00-00-081

ASHTON CHARLESTON RESIDENTIAL L.L.C.
TMS NO. 312-00-00-083

2062

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and **ASHTON CHARLESTON RESIDENTIAL L.L.C.** (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across two tracts of property identified by and designated as Charleston County tax map numbers 312-00-00-062 & 312-00-00-169 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tracts of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tracts of property and which are more fully shown on that certain plat entitled;

“FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINE BETWEEN TMS NO. 312-00-00-062 (5.493 AC) AND TMS NO. 312-00-00-169 (19.118 AC) AND SHOWING THE SUBSEQUENT SUBDIVISION TO CREATE THE GARDENS AT RIVERVIEW FARMS CONTAINING 82 LOTS (12.121 AC), HOA AREAS (8.152 AC), RIGHT-OF-WAYS (4.234 AC), AND A PUMP STATION PARCEL (0.104 AC) PROPERTY OF ASHTON CHARLESTON RESIDENTIAL L.L.C. LOCATED IN JOHN’S ISLAND, THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA”

Prepared and executed by HLA, Inc. dated January 30, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

ESWDE6-2016

Page 1 of 2

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness

Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Witness #1
Witness #2

Ashton Charleston Residential L.L.C.
Name: _____
Its: Division President Ashton Woods

STATE OF South Carolina)
COUNTY OF Berkeley)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Ryan B. Lewis, the Division President of Ashton Charleston Residential L.L.C., a South Carolina limited liability company, on behalf of the Owner on March 14, 2017.

Signature: _____

Print Name of Notary: _____

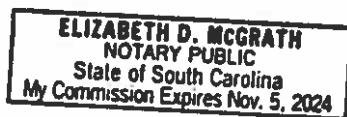
Notary Public for _____

My Commission Expires: _____

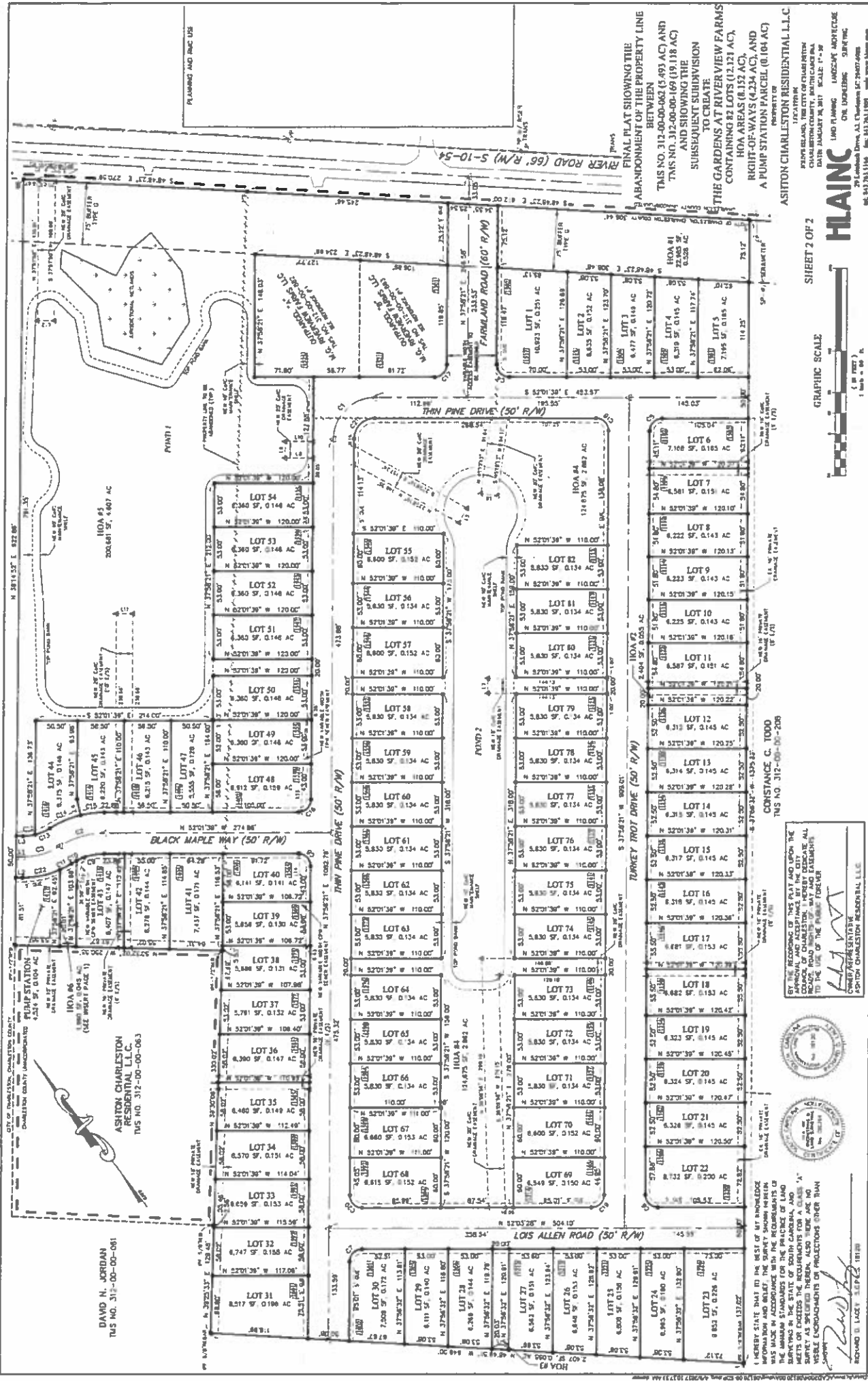
SEAL OF NOTARY

ESWDE6-2016

Page 2 of 2



2062



FINAL PLAT SHOWING THE
ABANDONMENT OF THE PROPERTY LINE
BETWEEN
THIS NO. 312-00-00-063 (5.91 AC) AND
THIS NO. 312-00-00-169 (19.18 AC)
AND SHOWING THE
SUBSEQUENT SUBDIVISION
TO CREATE
THE GARDENS AT RIVERVIEW FARMS
CONTAINING 82 LOTS (12.12 AC),
HOA AREAS (4.23 AC), AND
A PUMP STATION PARCEL (0.10 AC)

ASHTON CHARLESTON RESIDENTIAL L.L.C.
PROPERTY OF
THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: JANUARY 18, 2017 SCALE: 1" = 30'

HLA INC.
LAND PLANNING LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING SURVEYING
20 Lakeside Drive, A.S. Columbia, SC 29407-4000
tel: 803.763.1146 fax: 803.763.1149 web: www.hla.com

GRAPHIC SCALE
1" = 300'
1" = 60'

SHEET 2 OF 2

BY THE RECORDING OF THIS PLAT AND UPON THE
APPROVAL AND ACCEPTANCE BY THE CITY
ENGINEER AND THE CITY ENGINEER, ALL
ROADS, RIGHTS OF WAY AND EASEMENTS
TO THE USE OF THE PUBLIC FOREVER

DAVID N. JORDAN
TNS NO. 312-00-00-061

DAVID N. JORDAN
TNS NO. 312-00-00-063

DAVID N. JORDAN
TNS NO. 312-00-00-063

DAVID N. JORDAN
TNS NO. 312-00-00-063

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C.
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) Waverly Street (50' Public R/W), Waker
 Street (50' Public R/W), Juliana Street (50' Public R/W), Limeburner Lane (20' Public R/W),
 Daniel Island Drive (58' Public R/W), Josiah Street (50' Public R/W) and Trewin Court (50'
 Public R/W)
 as shown and designated on a plat entitled "A Final Subdivision Plat of Daniel Island Master
 Plan Parcel BB to Create Parcel BB, Block F, Lots 3 thru 11, Block G, Lots 3 and 4 & Lots 16
 thru 24, Block J, Lots 14 thru 39 and Parcel CC, Block H, Lots 6 thru 32, Daniel Island, City of
 Charleston, Berkeley County, South Carolina prepared for and owned by Daniel Island
 Associates, LLC"

prepared by Phillip P. Gerard of Thomas & Hutton Engineering Co.,
 dated February 28, 2017, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
 Daniel Island Residential Investments, LLC dated November 9, 1998 and recorded
 November 9, 1998 in Book 1478 at Page 264 in the ROD Office for
 Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

277-00-00-011

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 31st day of March 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

Printed Name

Witness Number Two

Printed Name

Grantor

Daniel Island Associates L.L.C.

BY:

Matthew R. Sloan, its President

Printed Name

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Grantor on the 31st day of March, 2017.

Signature of Notary:

Print Name of Notary:

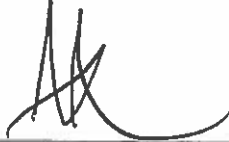
Notary Public for SOUTH CAROLINA

My Commission Expires:

SEAL OF NOTARY

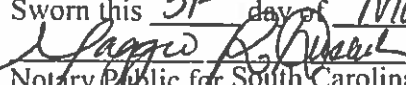


7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is -0- Exempt.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

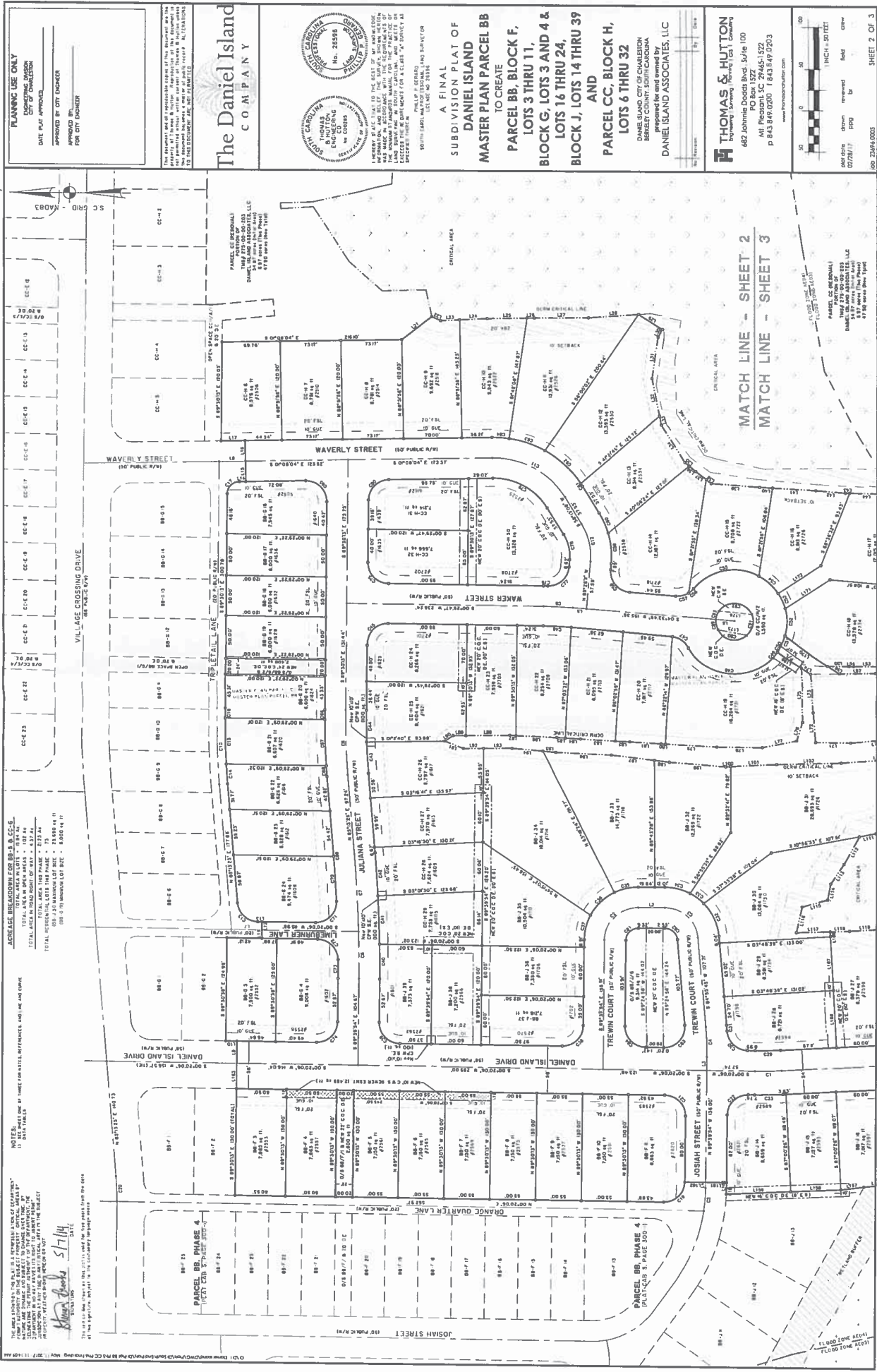
Matthew R. Sloan
Print or Type Name Here

Sworn this 31st day of March 2017

Notary Public for South Carolina
My Commission Expires: Oct. 16th, 2024



JOB 23/06/0025 SHEET 3 OF 3

Exhibit A



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Associates L.L.C. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 277-00-00-011 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled:

"A Final Subdivision Plat of Daniel Island Master Plan Parcel BB to Create Parcel BB, Block F, Lots 3 thru 11, Block G, Lots 3 and 4 & Lots 16 thru 24, Block J, Lots 14 thru 39 and Parcel CC, Block H, Lots 6 thru 32, Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates, LLC

Prepared and executed by Phillip P. Gerard of Thomas & Hutton dated February 28, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular. the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2017.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: Daniel Island Associates L.L.C.

Witness #1

Name: Matthew R. Sloan, its President

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Owner on 3/31, 2017.

Signature: _____

Print Name of Notary: Maggie R. Dusbiber

Notary Public for South Carolina _____

My Commission Expires: 10/16/24

SEAL OF NOTARY



[illegible]

LEGEND

1	NON PPK SET (13'4" OPEN WITH CAP)
2	NON PPK FEND (13'4" OPEN WITH CAP)
3	ROAD CENTERLINE CONTROL
4	FRONT ELECTRICAL LINE
5	3/4" SLOE BACKLASH LINE
6	WET PAVEMENT BUFFER ZONE
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REFERENCE:

1. PLAT # 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 84

Sherman Books 5/7/14
DATE
SIGNATURE

53. THE APPLICATION OF FRONT SETBACK LINES AND VERTICAL BUFFER ZONES TO THE PROPOSED DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF CHARLESTON ZONING ORDINANCE, CHAPTER 14A, ZONING DISTRICT 14A-1, AND THE CITY OF CHARLESTON ZONING ORDINANCE, CHAPTER 14A, ZONING DISTRICT 14A-2.

[illegible]

SITE
VICINITY MAP NOT TO SCALE
This project is subject to the review of the Federal Aviation Administration, Department of Transportation, and the Federal Highway Administration. Approval of the Federal Aviation Administration is required for the proposed project. The project is subject to the review of the Federal Highway Administration. Approval of the Federal Highway Administration is required for the proposed project. The project is subject to the review of the Federal Highway Administration. Approval of the Federal Highway Administration is required for the proposed project.

[illegible]

**PARCEL CC, BLOCK H,
LOTS 6 THRU 32**

682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.PertinaxHouston.com

1 INCH = 100 FEET

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5000 96 0005

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Sea Island Habitat for Humanity, Inc.
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston
 State of South Carolina, identified as (list street names) Bella Terra Lane

as shown and designated on a plat entitled "Subidivision Plat of Heritage Oaks, Phase 2 Lots
 1-14 on James Island, City of Charleston Charleston County, South Carolina.

prepared by Island Surveying (A Branch of Parker Land Surveying, LLC)
 dated February 6, 2017, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the _____ Office for Charleston _____ County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
 Bishop Gadsden Episcopal Retirement Community dated November 5, 2014 and recorded
 November 5, 2014 in Book 0439 at Page 184 in the RMC Office for
 Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

337-00-00-457

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 8 day of May 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Melissa Petersen
Witness Number One

MELISSA PETERSEN
Printed Name

Maritza Zeisel
Witness Number Two

Maritza Zeisel
Printed Name

Grantor

John E. Rhoden Jr

John E. Rhoden Jr
Printed Name Its Executive Director

STATE OF South Carolina

COUNTY OF Charleston

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by John E. Rhoden Jr, the Executive Director of Sea Island Habitat, a , on behalf of the Grantor on the 8th day of May, 2017.

Signature of Notary: Maritza Zeisel

Print Name of Notary: Maritza Zeisel

Notary Public for South Carolina

My Commission Expires: My Commission Expires
November 8, 2017



SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Sea Island Habitat for Humanity, Inc.
to the City of Charleston, South Carolina on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): transfer to Governmental Entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



John Rhoden/Sea Island Habitat for Humanity, Inc.

Responsible Person Connected with the Transaction



Print or Type Name Here Int'l Executive Director

Sworn this 8th day of May 2017
Maritza Zeisel
Notary Public for South Carolina
My Commission Expires: _____, 20____
My Commission Expires
November 8, 2017



LOCATED IN JAMES ISLAND IN THE CITY OF CHARLESTON,
CHARLESTON COUNTY, SOUTH CAROLINA

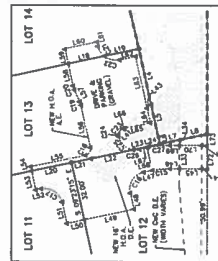
NOTES:

1. THIS PROPERTY IS SHOWN AS A PARCELT TRACT TAX MAP 337-00-00-637.

2. BY FINAL FIRM ASSOCIATES DATED NOVEMBER 17 2004 (NOV 17 2004)

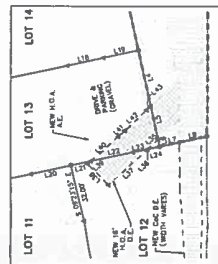
- [illegible]

PLAT BY LUNDA WARDEN ISSUED DATED SEPTEMBER 18, 2013 AND REVISED
DATE 10/1/2013. THIS PLAT WAS PREPARED BY THE DISTRICT
COURT CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA
THIS SURVEY WAS BASED ON THE PUBLIC RECORDS RETAINED ABOVE.

[illegible][illegible]

NEW H.O.A. A.E.

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500
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NEW 16' H.O.A. D.E.

LEGEND:

- ALL ACCESS EASEMENT
- ALL CITY OF CHARLESTON
- ALL CHESAPEAKE WATER SYSTEM
- ALL DRAMAQUE UTILITY SYSTEM
- ALL GENERAL UTILITY EASEMENT
- ALL HOME OWNERS ASSOCIATION
- ALL MAG. MAIL SET
- ALL NEIGH. FOUN. (AS DESCRIBED)
- ALL REAR SET, 3'-0"
- ALL SEWER EASEMENT
- ALL WATER EASEMENT

UNITS & SYMBOL LEGEND

[illegible]

CONTACT CENTER

[illegible]

Island Surveying

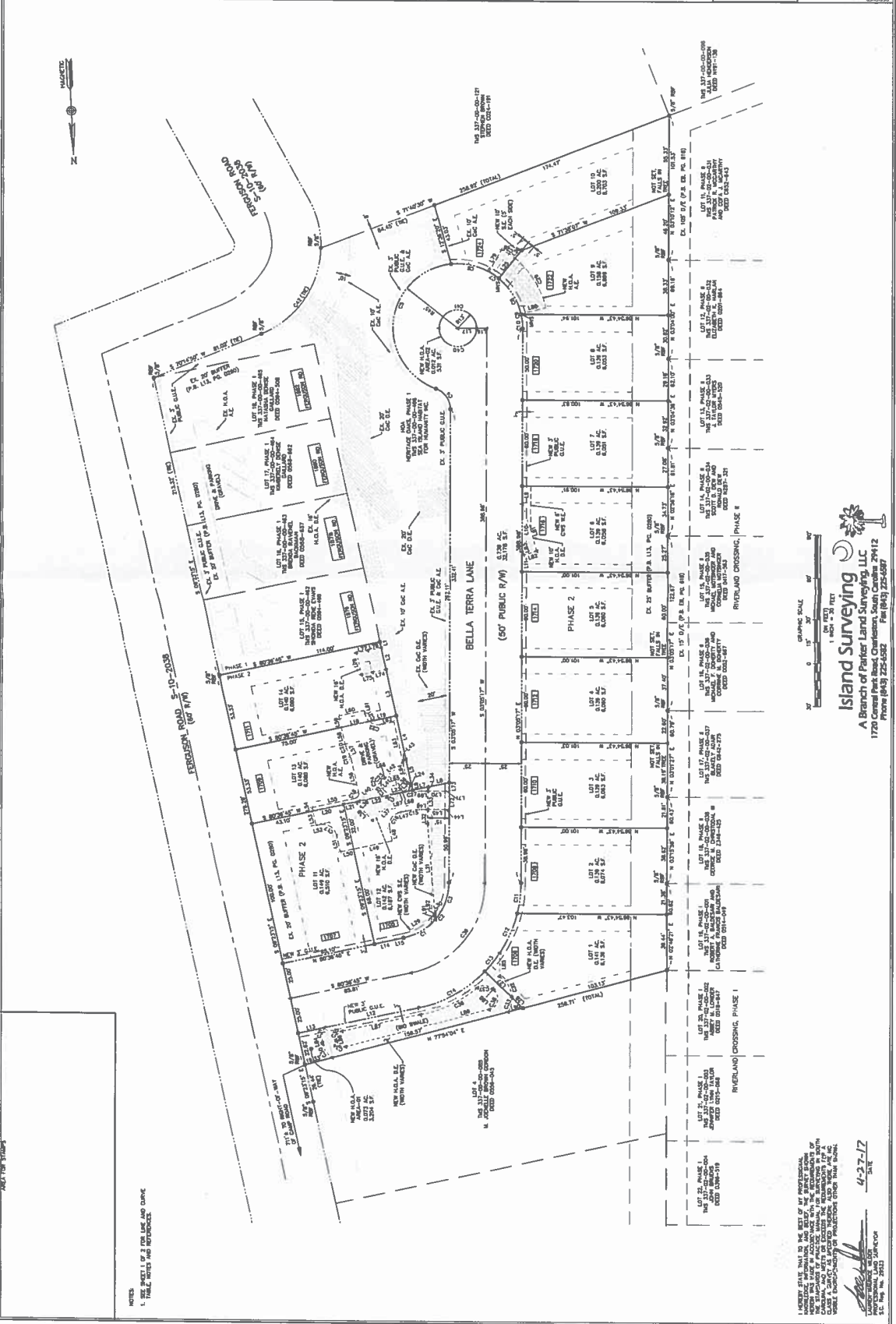
[illegible][illegible]

Island Surveying
A Branch of Parker Land Surveying, LLC
720 Central Park Road, Charleston, South Carolina 29412
Phone (843) 725-4502 Fax (843) 725-4507

[Signature]

NAMES SOURCE INDEX
PROFESSIONAL LANG. NAME COT
C. Reg. No. 25223

DATE 4-27-17



NOTES:
1. SEE SHEET 1 OF 2 FOR LINE AND CURVE
TABLE, NOTES AND REFERENCES.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and Sea Island Habitat for Humanity, Inc. (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Charleston _____ County tax map number 337-00-00-457 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"Subdivision Plat of Heritage Oaks, Phase 2, Lots 1 Thru 14 on James Island, City of Charleston, Charleston County, South Carolina

Prepared and executed by Island Surveying dated Feb 6, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the _____ Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness

Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

OWNER:

Name: John Rhoden, Executive Director

Witness #2

STATE OF South Carolina)

COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by John Rhoden, the Executive Director

of Sea Island Habitat for Humanity, Inc, a _____, on behalf of the Owner on _____.

Signature: Maritza Zeisel

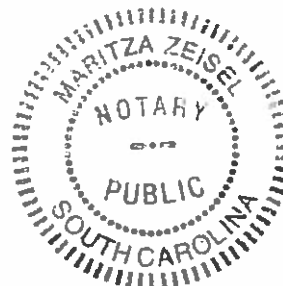
Print Name of Notary: Maritza Zeisel

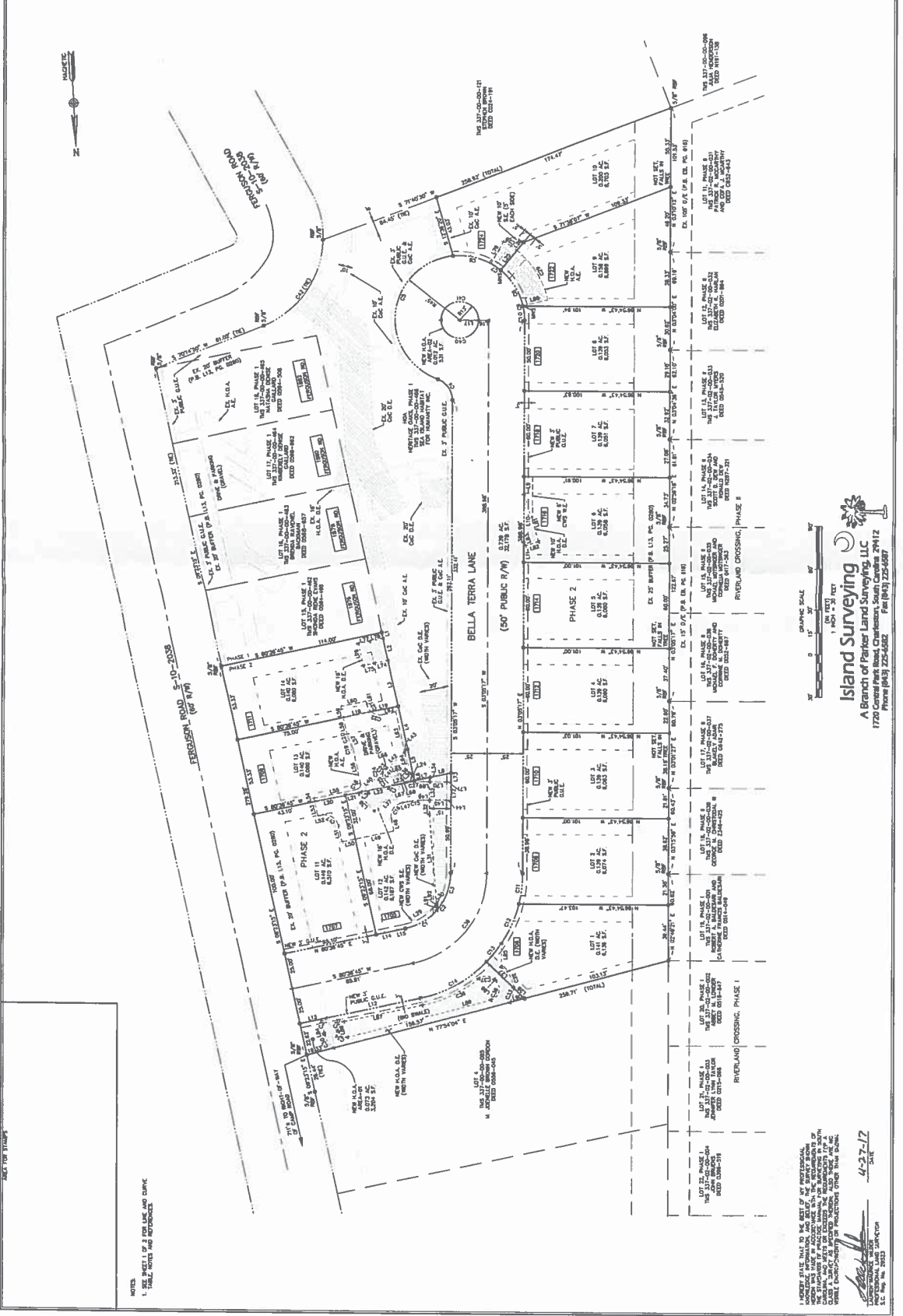
Notary Public for South Carolina

My Commission Expires: My Commission Expires

SEAL OF NOTARY

November 8, 2017





NOTES

1. THE SHEET 1 OF 2 FOR LOTS AND CURVE

2. THE SHEET 2 OF 2 FOR LOTS AND CURVE

Island Surveying

A Branch of Palmer Land Surveying, LLC

1770 Center Park Drive, Charleston, South Carolina 29412

Phone (803) 225-0282 Fax (803) 225-0287

DATE 04/27/17

PROJECT NO. 1515-030

SCALE 1"=50'

PREPARED BY LHM

CHECKED LHM

DRAWN DPH

SHEET 2 OF 2

Island Surveying

A Branch of Palmer Land Surveying, LLC

1770 Center Park Drive, Charleston, South Carolina 29412

Phone (803) 225-0282 Fax (803) 225-0287



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT District Six
6355 Fain Blvd
North Charleston, SC 29406

RE: Maintenance of Standard Construction Materials within the Sidewalk at Marginal Road (S-10-2469)

Dear Mr. Richards:

This letter concerns the proposed installation of a 5-foot wide by 358-linear-feet long concrete sidewalk and one ADA ramp with detectable warning assemblies to be constructed in conjunction with the Seventeen South Apartments project, within the SCDOT right-of-way at Marginal Road (S-10-2469). It is our intention that this will be a public sidewalk from the end of the portion currently maintained by the City of Charleston to the intersection of Ponderosa Drive.

The City Council of Charleston, at its meeting held [date of the meeting], agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities*).

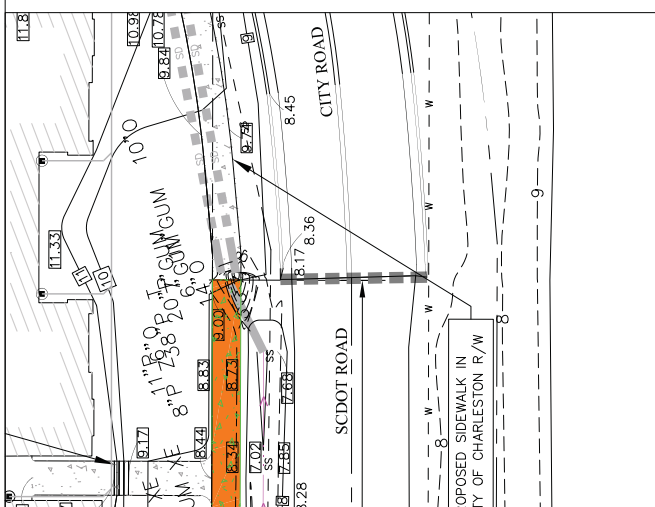
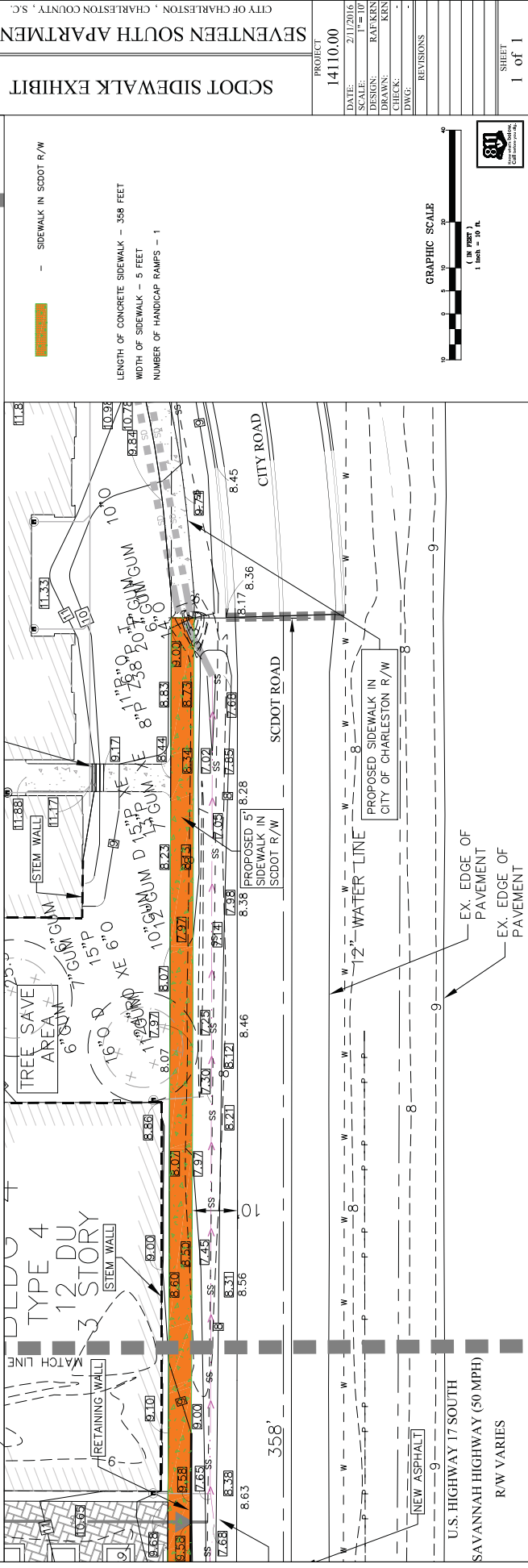
Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.
Director of Public Service

Copy to:

Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Eduardo A. Calderon, Senior Civil Engineer
Brian Pokrant, GIS Analyst
Andy Smith, PLA, ASLA, EYC Companies





City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT - District Six
6355 Fain Blvd
North Charleston, SC, 29406

RE: Maintenance of Standard Construction Materials and Landscaping within the Sidewalk at
Meeting Street (S-107) and I-26 Off Ramp

Dear Mr. Richards:

This letter concerns the proposed installation of an 8-foot wide by 165-linear-feet long concrete pavers sidewalk, landscape plantings, 6-foot wide by 305-linear-feet long concrete sidewalk, 15-foot wide by 40-linear-feet long concrete sidewalk, and one ADA ramp with detectable warning assemblies to be constructed in conjunction with the 511 Meeting Street construction project, within the SCDOT right-of-way at Meeting Street (S-107) and I-26 off-ramp. It is our intention that these will be public sidewalks.

The City Council of Charleston, at its meeting held [date of meeting], agreed to accept full maintenance responsibility for the proposed concrete sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit, with exception of the non-standard finished sidewalk. Through a standard City encroachment agreement, the owner agrees to maintain the non-standard materials. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, *AASHTO Guide for Development of Pedestrian Facilities*).

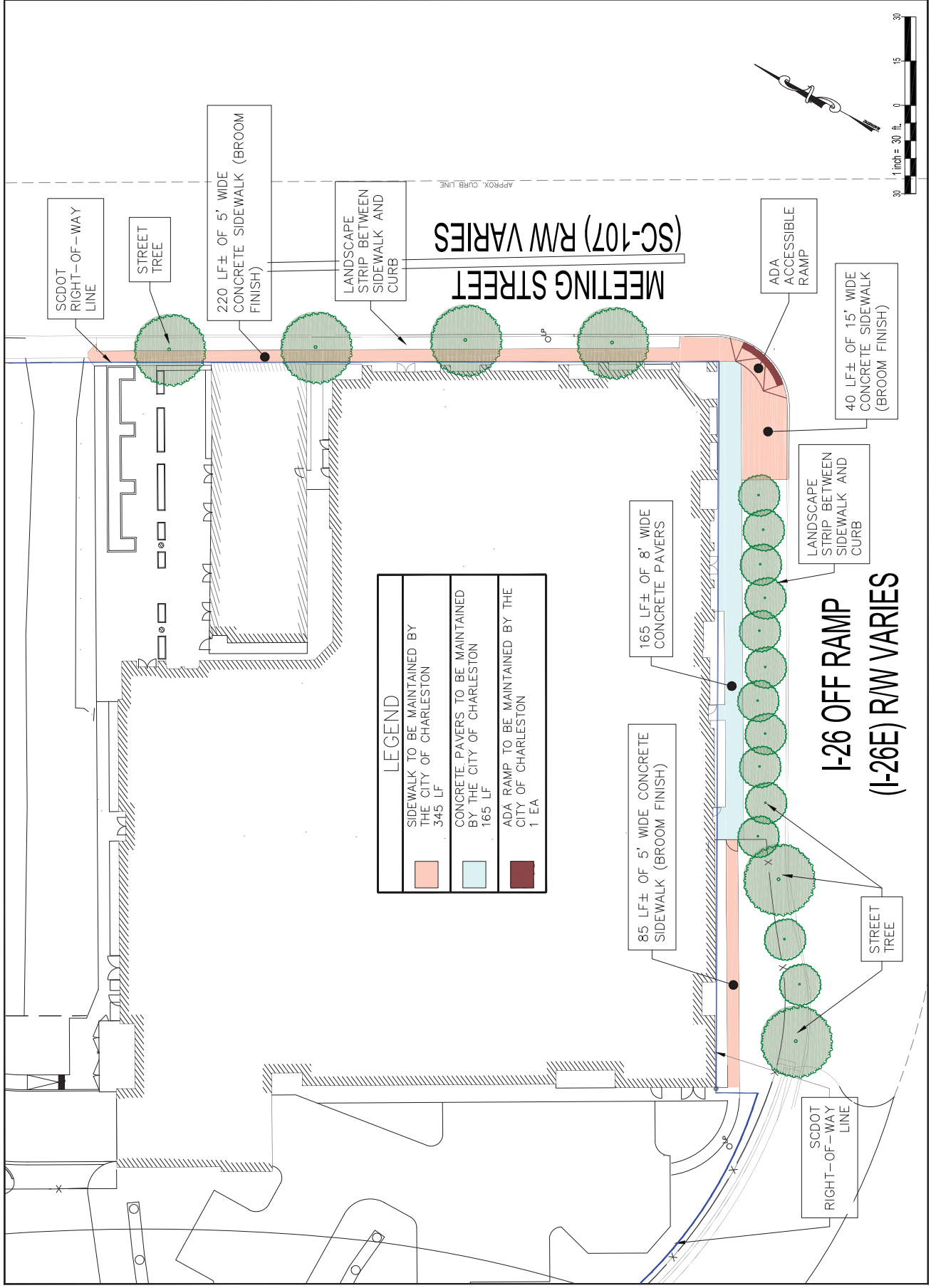
Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

Copy to:

Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Eduardo A. Calderon, Senior Civil Engineer
Brian Pokrant, GIS Analyst
ADC Engineering Specialists





City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT - District Six
6355 Fain Blvd
North Charleston, SC, 29406

RE: Maintenance of Standard Construction Materials within the Sidewalk at Main Road (S-10-20) and
Brownwood Road (S-10-1442)

Dear Mr. Richards:

This letter concerns the proposed installation of a 5-foot wide by 168-linear-feet long concrete sidewalk, and four ADA ramps with detectable warning assemblies to be constructed in conjunction with the Oakside Apartment construction project, within the SCDOT right-of-way at Main Road (S-10-20) and Brownwood Road (S-10-1442). It is our intention that these will be public sidewalks.

The City Council of Charleston, at its meeting held [date of meeting], agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, *AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

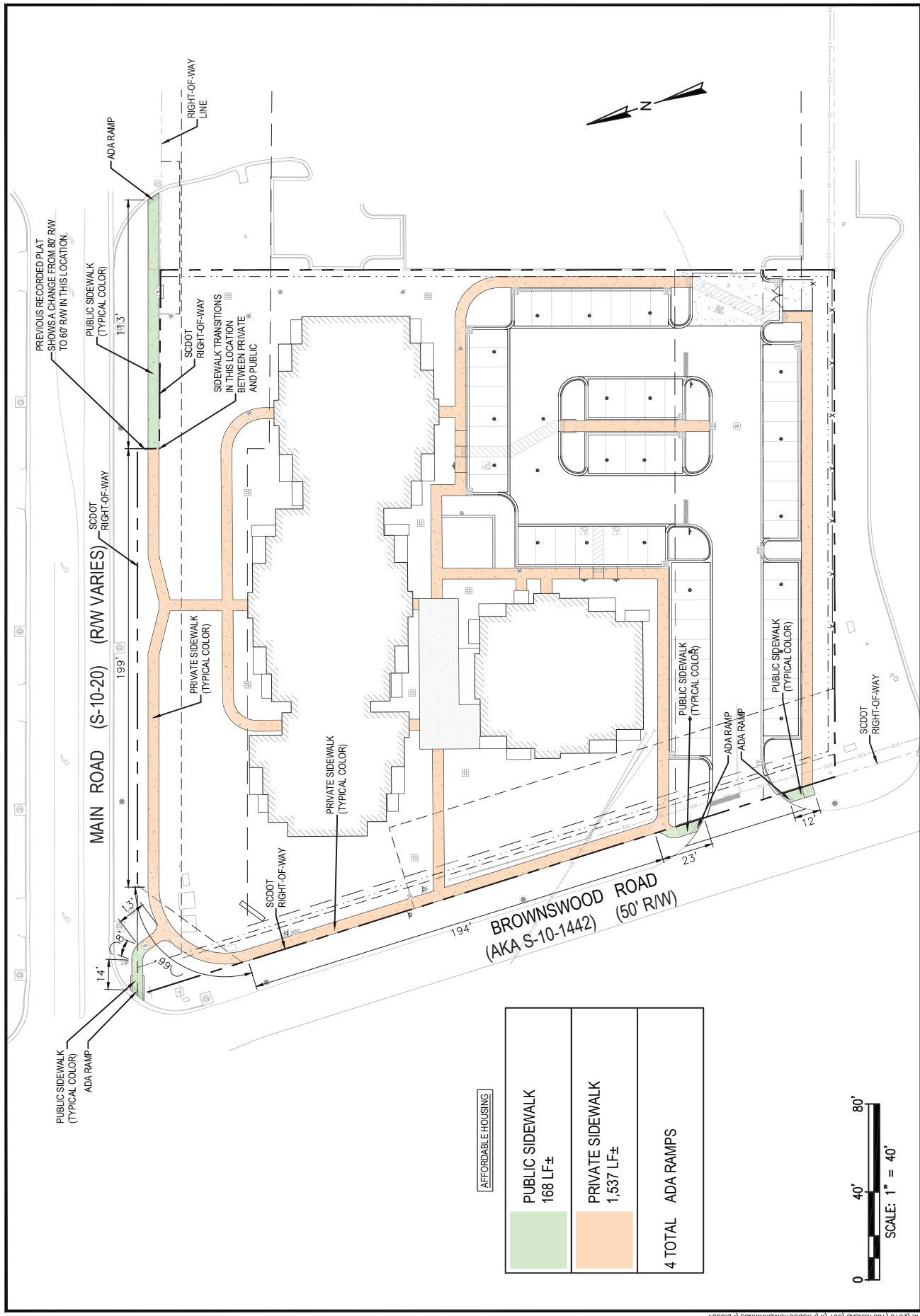
Sincerely,

Laura S. Cabiness, P.E.

Copy to:

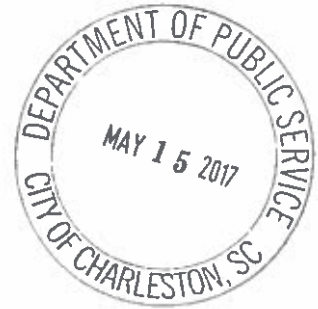
Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Eduardo A. Calderon, Senior Civil Engineer
Brian Pokrant, GIS Analyst
Cline Engineering

LSC/eac





CITY OF CHARLESTON
 Department of Public Service
 Engineering Division
 2 George Street, Suite 2100
 Charleston, SC 29401



ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: CURTIS KAY

Mailing Address: PO BOX 522

Email: SKPROPERTYCHARLESTON@GMAIL.COM

City/State/Zip: ISLE OF PALMS, SC, 29451

Telephone: 843-327-3984

Work: _____

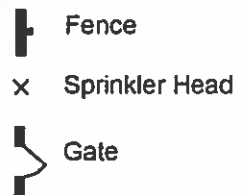
Cell: _____

Contractor: ROCKWELL CONSTRUCTION LLC

Contact/Number/Email RICK ROCKWELL / 843-819-1941/ RICK@ROCKWELLCONSTRUCTION.ORG

DESCRIBE ENCROACHMENT

1. Description of encroachment: CONCRETE STEP ENCROACHING 5 INCHES IN TO RIGHT-OF-WAY. DOOR HOOD ENCROACHING 2 INCHES INTO RIGHT-OF-WAY
2. Method for securing: CONCRETE STEP RESTING ON GRADE, HOOD MOUNTED TO STRUCTURE
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
28 AIKEN ST, CHARLESTON, SC 29403, TMS 459-05-04-032
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.



RECEIVED BY PUBLIC SERVICES: M. Hedger

DATE: 5/15/17

Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements will not be accepted.

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 15TH day of May, 20 17 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and CURTIS KAY (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 28 AIKEN ST. CHARLESTON, SC 29403 in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 459-05-04-032
CONCRETE STEP ENCROACHING 5 INCHES INTO RIGHT-OF-WAY, DOOR HOOD ENCROACHING 2 INCHES
INTO RIGHT-OF-WAY ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☒ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City:	To Grantee:
Department of Public Service	<u>Curtis Kay</u>
Engineering Division	<u>PO Box 522</u>
2 George Street, Suite 2100	<u>Isle of Palms, SC, 29451</u>
Charleston, South Carolina 29401	
Location of Encroachment <u>28 AIKEN ST, CHARLESTON, SC, 29403</u>	

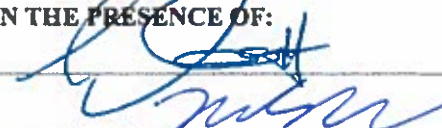



Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF:	THE CITY OF CHARLESTON
_____	BY: _____
	Mayor/Director of Public Services Department
Witnesses of the Mayor/Director of Public Services Department	
The foregoing instrument was acknowledged before me by its maker.	
Signature of Notary _____	Commission Expires _____

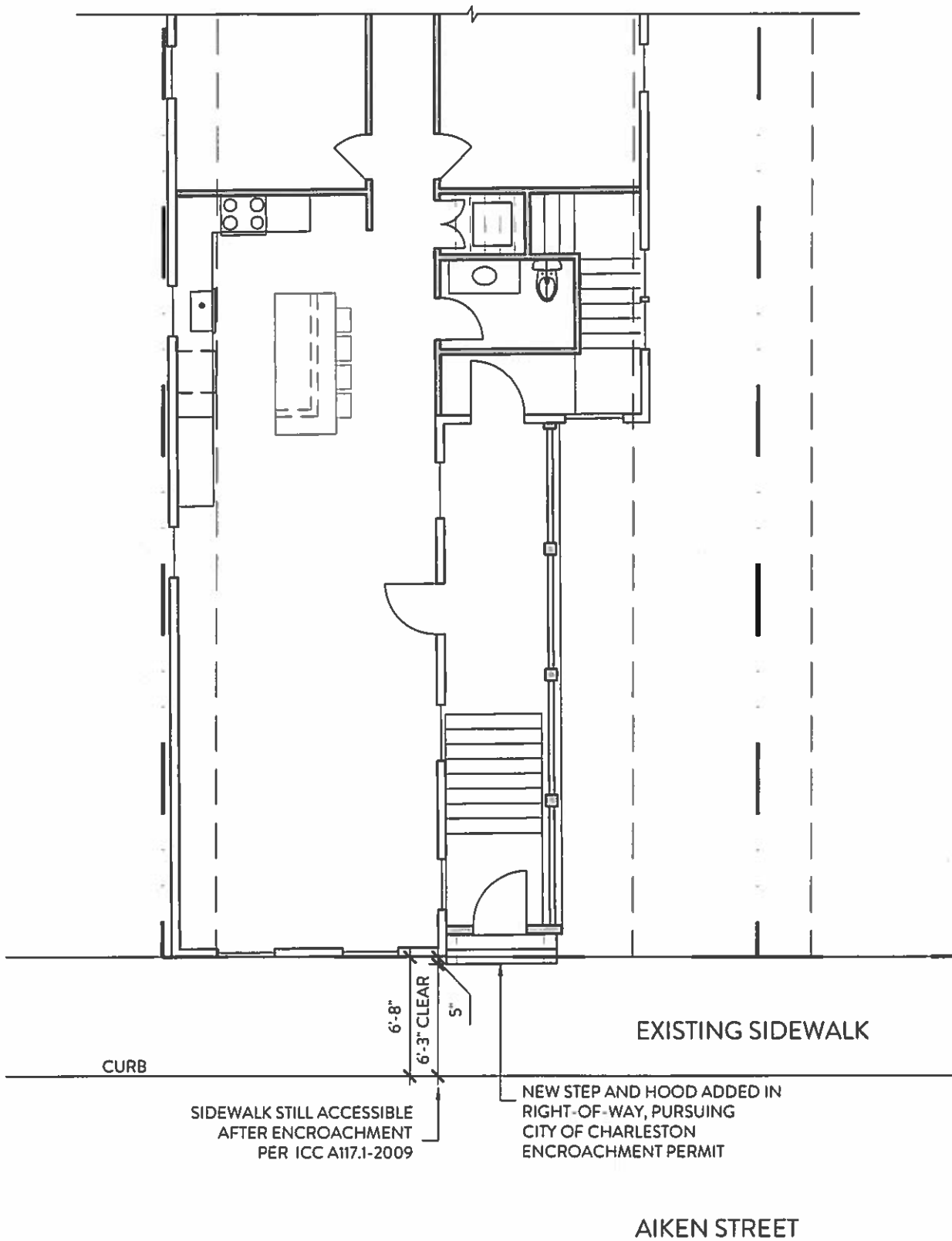
SIGNED AND DELIVERED IN THE PRESENCE OF:	THE GRANTEE
	BY: 
Witnesses of Grantee's Signature	Grantee <u>CURTIS KAY</u> Printed Name
The foregoing instrument was acknowledged before me by its maker.	
 Signature of Notary	 Commission Expires <u>September 18, 2024</u>

Committee on Public Works Decision

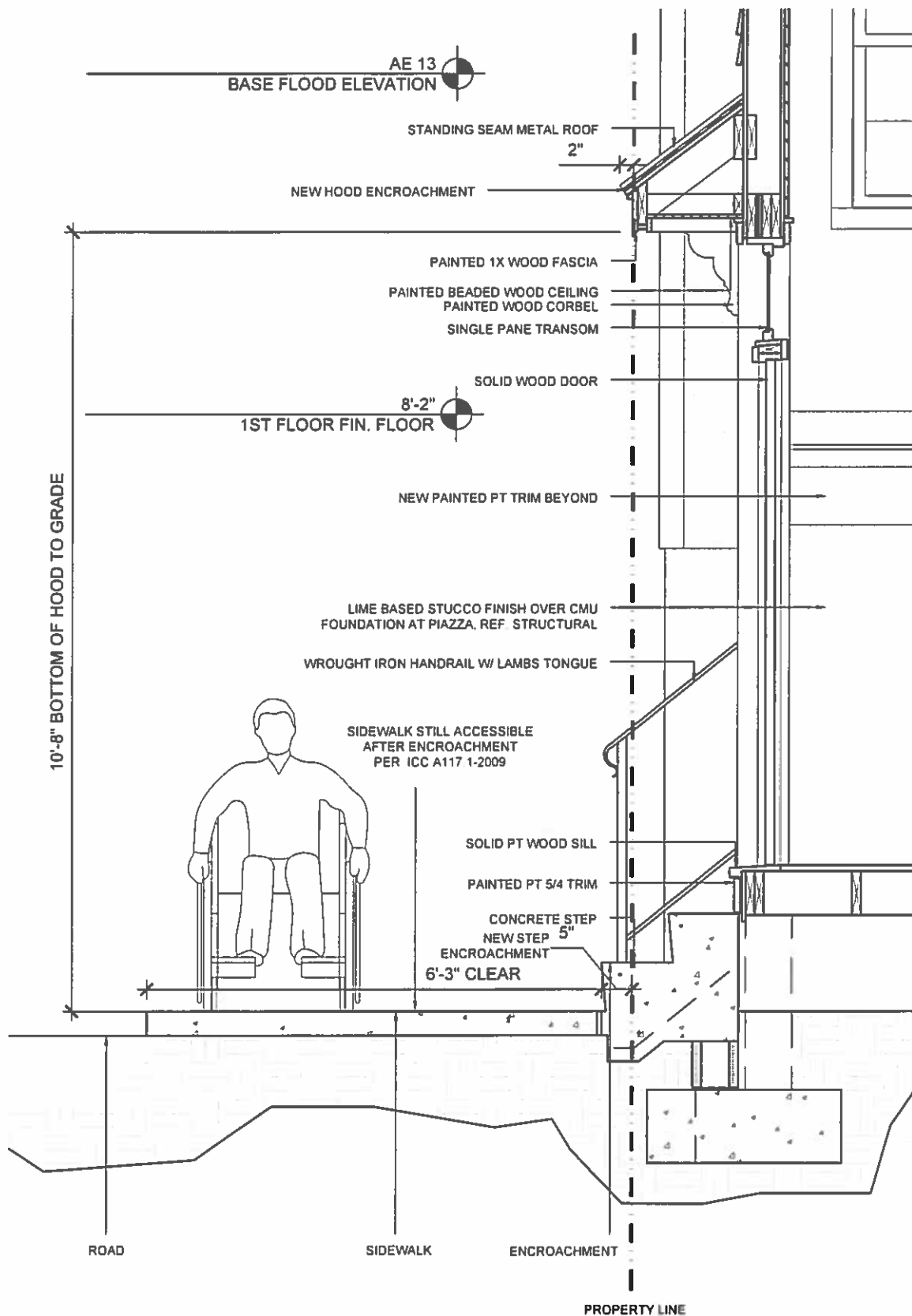
☐ Approved ☐ Disapproved

_____ Date

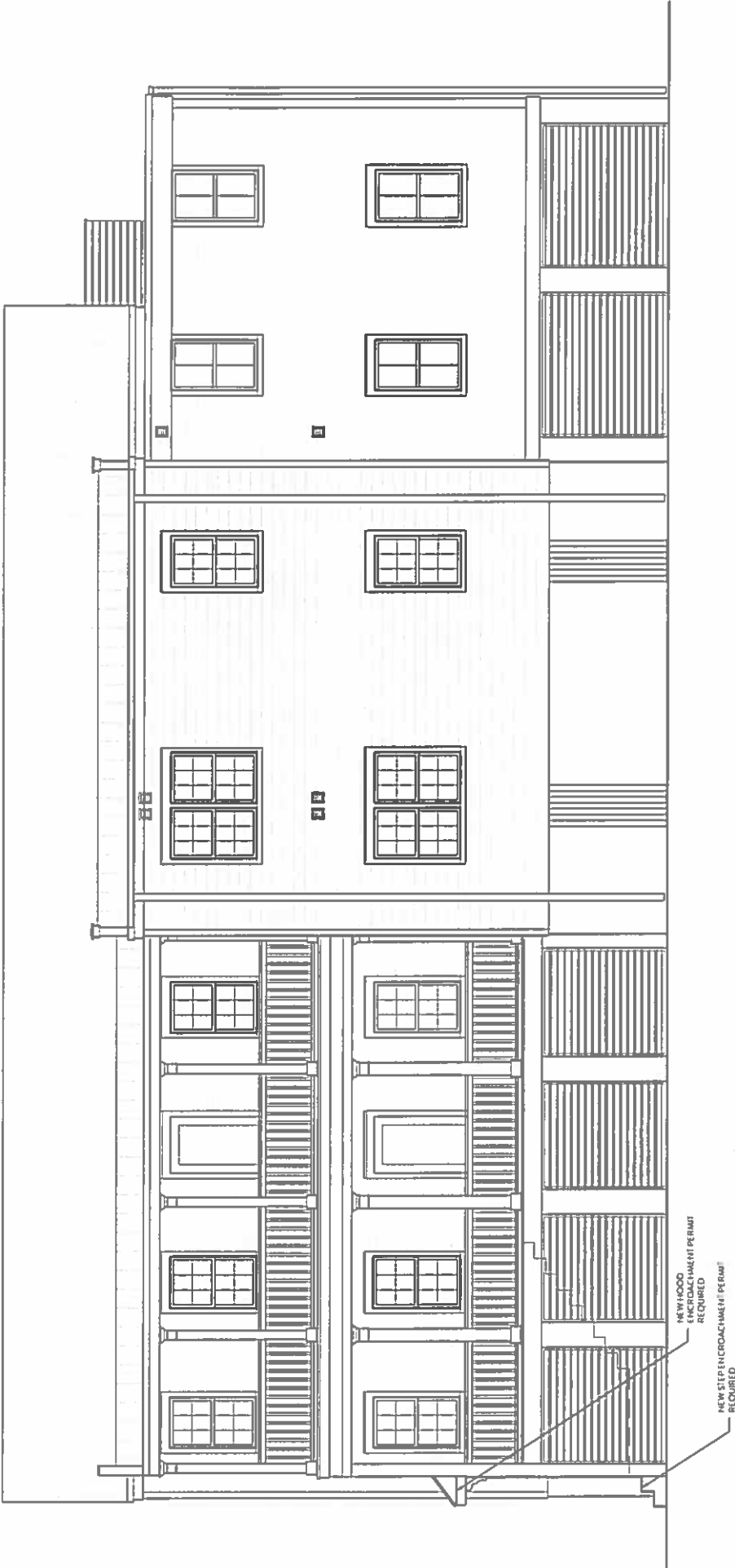
Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____



28 AIKEN ST PROPOSED SITE PLAN



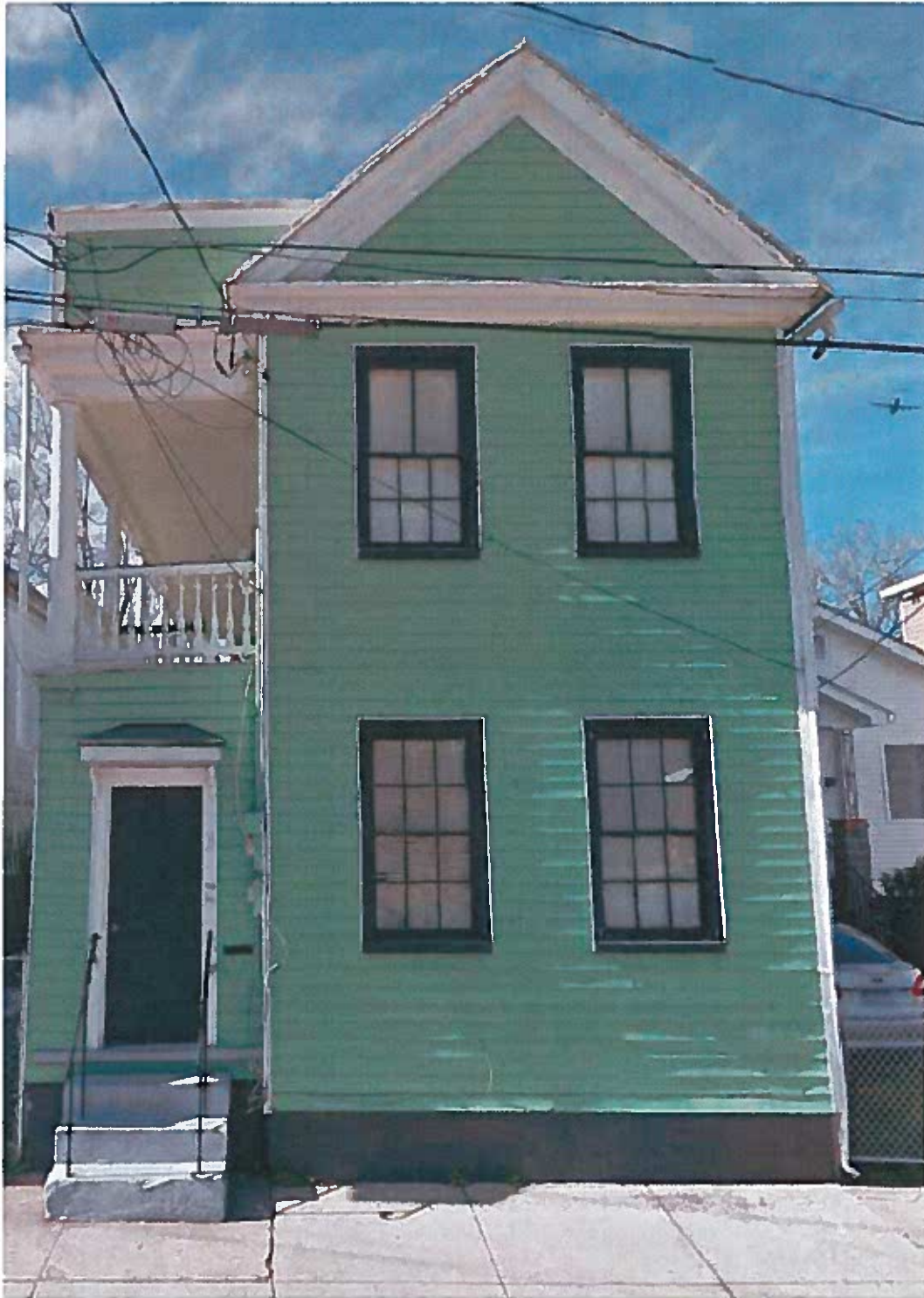
28 AIKEN ST SECTION THROUGH SIDEWALK



SOUTH ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION
SCALE: 3/16"=1'-0"



17 AIKEN ST



21 AIKEN ST



15 AIKEN ST



BOARD OF ARCHITECTURAL REVIEW

APPLICATION / CERTIFICATE OF APPROPRIATENESS

CITY OF CHARLESTON
2 George Street
Charleston, South Carolina 29401
843-724-3781
Fax: 843-724-3772
DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY
www.charleston-sc.gov/BAR

Property Address: 28 Aiken St		TMS No.: 459-05-04-032
Review request: <input type="checkbox"/> Conceptual <input type="checkbox"/> Preliminary <input type="checkbox"/> Final	For: <input type="checkbox"/> New Construction <input type="checkbox"/> Alterations / Additions <input type="checkbox"/> Repair or repaint with no changes	Meeting date requested: <input type="checkbox"/> Appeal Decision of Urban Design Staff <input type="checkbox"/> Color Change <input type="checkbox"/> Demolition

Property Owner: Sk property	Daytime phone: 843 327 3984
Applicant: Synchronicity	Daytime phone:
Applicant's mailing address: Luke@synchronicity.design 721 King St	
City: Charleston	State: SC Zip: 29403
Applicant's e-mail address: Luke@synchronicity.design	
Applicant's relationship: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Design Professional <input type="checkbox"/> Contractor <input type="checkbox"/> Real Estate Agent/Broker <input type="checkbox"/> Other	

In your own words describe what you are requesting:

Final Approval for renovation to include elevating building and new addition.

Submittal Requirements: See BAR Submittal Requirements supplement for complete information. Zoning / Courtesy TRC approval required prior to making application for review. INCOMPLETE APPLICATIONS WILL NOT BE INCLUDED ON A BOARD AGENDA.

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property or an authorized representative. I authorize the subject property to be posted and inspected and the application to be heard by the Board of Architectural Review of the City of Charleston on the date specified.

Applicant's signature:

Jonathan Belgrave

Date: **4/27/2017**

Print name legibly:

Jonathan Belgrave

For Office Use Only Below this Point

<input type="checkbox"/> The Board of Architectural Review has reviewed this request. Its findings are as follows:			
<input type="checkbox"/> The Urban Design and Preservation Staff has reviewed this request. Its findings are as follows:			
Approval Denial Deferral <input checked="" type="checkbox"/> Approval with the following conditions:			
Final approval with conditions noted in Staff comments.			
Final Approval is granted upon fulfillment of the above specified conditions and is referred to the Preservation Staff for further action.			
<input type="checkbox"/> Further Action/Final Approval Requires Board Hearing(s)			App. No.: -
<input type="checkbox"/> Chairman's or <input checked="" type="checkbox"/> Staff's Signature: J. C. Bennett			Date: 5-11-2017
Arch. Rating:	Const. Date:	Old and Historic Dist. Old City Dist. Landmark Dist. North of Line St.	
Date received: 4/27/17	Fee amount: -	Receipt no.: -	Staff person: AKK

1. An appeal of a Board decision stays all further action on applications.
2. This approval does not constitute approval by other City boards or departments. Prior to construction, all plans and specifications must be reviewed and approved by the Building Inspections Division and a building permit must be obtained and posted on the property.
3. This approval expires 2 years from approval date.



Project	Reviewer
Address/name: 28 Aiken Street	Name: Linda C. Bennett
Level of review: Final	Email: bennettl@charleston-sc.gov
Project status	
Received: 04/27/2017	Status: Final
Reviewed: 05/11/2017	Revised plans required: No.

Thank you for your recent submittal. We look forward to working with you throughout this project.

Conditions listed below in **red** require action, supplemental information or revisions to be submitted. All other items are intended as informational conditions only.

The comments below pertain to the drawings and BAR application reviewed and approved by BAR staff on 05/11/2017. **These are conditions of your approval and must be incorporated into the project whether they are specified in the plans or not.** They must be submitted to building inspections at time of application for a building permit and attached to the field set of approved building permit drawings, to be available to all contractors working on the project.

General comments:

1. A final BAR field inspection is required before this project can receive a final Certificate of Occupancy. The project architect must provide a punchlist and that punchlist must be 100% completed by the contractor prior to inspection. Contact the BAR staff to schedule this review.
2. Any modifications to approved drawings required for code or fire department compliance, or contemplated during construction, must be approved by the BAR prior to undertaking the changes.
3. Deviations from previously approved submissions, if determined by the BAR staff during or after completion of construction to be a downgrade of the quality of the project and inconsistent with previous approvals, are not approved whether or not noted by staff during its review of these drawings.
4. **Submit proposed color scheme separately.**
5. All historic materials to be preserved to the greatest extent possible. Review scope of all existing materials replacement (siding, trim, decking, roofing, handrails, columns etc.) In the field with the city architect prior to removal of any existing material. Drawings to be noted to depict agreed upon scope of replacement.



6. The terms "repair" and "restore" as used in these plans do not authorize wholesale replacement or removal of building elements, except where agreed upon with the city architect (see note above).

Site:

7. Indicate all paving and hardscape materials on the site plan.
8. All gates must swing in, not into the sidewalk, **if applicable.**

Lighting:

9. **Submit cuts of exterior building light fixtures and show all fixture locations on the drawings.**
10. All light fixtures are to be electric and not gas (if proposed) as to not recreate history.
11. All fixtures need to be shown on the elevations, not just the electrical plan.

Siding/masonry:

12. All stucco to be 3-coat traditional masonry stucco with smooth steel trowel finish unless noted otherwise.
13. Stucco repairs to be lime-based stucco. Brick re-pointing to be historic mortar. Submit specifications.

Windows/doors:

14. All windows are to be designed with a sill. No picture framing of windows is permitted.
15. Repairs to doors/windows to be in-kind repairs to exactly match existing. New windows to exactly match existing – wood, true-divided lite, single glazed. Plastic jamb liners are not permitted. Submit detail for jamb condition for new windows.

Roof:

16. Any repairs/replacement to original existing metal roofs to be hand-crimped traditional standing seam to match existing.
17. **Provide information on proposed standing seam metal roof material. Sheet A-103 indicates a 5V Crimp Roof – but elevations show standing seam metal roof. If 5V-Crimp is being proposed, this request would require a full Board review.**

Equipment:

18. Show all mechanical equipment on the buildings. Provide details of screening required to conceal roof-mounted equipment. **Electrical mast must be painted to match cladding material.** Requirement for additional screening of mechanical equipment, if required, to be determined during construction. **Location of Electrical mast is not shown on elevations.**



19. Identify on the drawings all items that will show up on or penetrate the building envelope (vents, meters, water heaters, electrical mast etc.). Elevations are to clearly show dryer and exhaust vents and all proposed light fixtures. Dryer vents are to be kept as inconspicuous as possible.
20. Provide product cut sheets for the dryer and exhaust vents. All vents are to be flush type and not hooded.

Details:

21. Provide a detailed section through the piazza screen.
22. Balusters on piazza railing should be noted as nominal 2 x 2, not 1½ x 1½.
23. Provide construction details including eaves, trim, piazza screen and other details as necessary to show finished details of specific conditions with materials noted.
24. Exterior trim boards to be clear western red cedar, clear treated pine or other suitable species. No finger-jointed lumber is allowed. 2x4 framing lumber is not allowed for finished exposed trim.
25. All parapet flashing details and canopy flashing details are to reflect the elimination of exposed fasteners. All fasteners are to be internal and hidden. All flashing is to match the adjacent surfaces/materials.
26. Shutters must be wood, operable, and sized to fit the opening.

Project-specific comments:

27. **Please indicate the location of the electrical mast on the elevations.**
28. **Eliminate two of the four ceiling light fixtures on both piazzas and submit cut sheets of same prior to installation.**
29. **On Sheet A-103 "Roof Notes: #2: 5v Metal crimp roof installed" - but elevations show standing seam metal roof. If 5V-Crimp is being proposed, this request would require a full Board review.**
30. **The butt joints of the square columns should be to the sides of the main exposure.**
31. **The engaged column or pilasters located on the eastern end of both the first and second floor piazzas should have matching pilasters at the front of both piazzas at the northwest corners.**
32. **A prompt response to these General and Project-Specific Conditions is required, after which any final clarification needed will be addressed. We appreciate your help in this matter and look forward to seeing this project as it enters the construction phase. If we may be of assistance in the future please don't hesitate to call or email.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464		CONTACT NAME: Ian Anderson, CIC PHONE (A/C, No, Ext): (843) 884-3159 E-MAIL ADDRESS: ianderson@ctlowndes.com FAX (A/C, No): (843) 881-8891	
INSURED Two Nine Society LLC [REDACTED]		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins - Burns/Wilcox INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** 16-17 GL/UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input checked="" type="checkbox"/>		CPS2264850	8/8/2016	8/8/2017	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS		NO COVERAGE PROVIDED			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE		XBS005424254	8/8/2016	8/8/2017	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	NO COVERAGE PROVIDED			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
				NO COVERAGE PROVIDED			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the insureds operation.
City of Charleston is listed as additional insured.

CERTIFICATE HOLDER

hedegorm@charleston-sc.gov

City of Charleston
PO Box 304
Charleston, SC 29402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill Silcox/IBA

Willard A. Silcox III

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**MEMORANDUM OF UNDERSTANDING
FOR IN-CONTRACT WATERSHED MASTER PLAN
FOR THE Dupont-Wappoo Watershed
Between**

CITY OF CHARLESTON

And

CHARLESTON COUNTY

This Memorandum of Understanding (MOU) is made this _____ day of _____, 201____, by and between Charleston County hereinafter referred to as **COUNTY**, and City of Charleston hereinafter referred to as the **CITY**.

Whereas, **COUNTY** requests to be included as part of the in-contract for the Watershed Master Plan for the DuPont-Wappoo Watershed, hereinafter referred to as the **PROJECT**, performed by a consultant retained by the **CITY**.

Whereas, **COUNTY** and the **CITY** are a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the functions covered under this MOU.; and

Whereas, **COUNTY** and the **CITY** have agreed to work together with the hereinafter described **PROJECT**.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the sufficiency whereof is acknowledged, the **CITY** and **COUNTY** do hereby agree as follows:

I. PROJECT DESCRIPTION:

The scope of the in-contract work for the **PROJECT** shall be performed per the request of **CITY**. The **PROJECT** shall be performed in conformance with terms of the contract (attached as Exhibit A) for the **PROJECT** by the project's prime consultant, URS Corporation, hereinafter referred to as the **CONSULTANT**.

II. SCHEDULE:

The effective date of this MOU is the date of the execution by the parties hereto. The **CITY** shall cause the **CONSULTANT** to include the MOU effective date for the **PROJECT** into the **PROJECT** construction schedule. The sequence and timing of the **PROJECT** within the **PROJECT** schedule will be determined by the **CONSULTANT** and the **CITY**. The **CITY** reserves the right to amend the **PROJECT** schedule at its sole discretion. The **CITY** will provide reasonable notification to **COUNTY** of changes to the **PROJECT** schedule.

III. THE CITY SHALL:

- a. Provide to **COUNTY** timely correspondence concerning PROJECT scope changes, changes in schedules, routine communication, or any other such activities that may impact the PROJECT.
- b. Include **COUNTY** in all progress meetings as they may pertain to the PROJECT.
- c. Provide access to the Project records for **COUNTY** to review the PROJECT.
- d. Allow **COUNTY** to review consultant pay requests relating to the PROJECT prior to payment and any change orders which affect the cost of the PROJECT.
- e. Maintain sole contact with the CONSULTANT relating to PROJECT scope, work order directives, pay requests, and other correspondence.
- f. Enter into an agreement with the CONSULTANT that the computer model generated as part of the PROJECT will be made available to the **CITY** and **COUNTY** for their use upon completion of the study.

IV. COUNTY SHALL:

- a. Review and provide comments, as necessary for all CONSULTANT pay requests related to the PROJECT prior to payment and any change orders that affect the cost of the PROJECT. Comments shall be made within seven (7) calendar days of receipt by **COUNTY** of notification from the **CITY** of the CONSULTANT's pay request or change order.
- b. If **COUNTY** does not approve any portion of the PROJECT or any pay request, the reasons therefore must be clearly stated in writing delivered to the **CITY** along with corrective recommendations within seven (7) calendar days of receipt by **COUNTY** of the CONSULTANT's pay request or change order.
- c. If the **CITY** does not receive approval or written documentation of reasons for not approving the CONSULTANT's pay request or change order within seven (7) calendar days of receipt, the **CITY** shall consider the pay request or change order as approved for payment.

V. FUNDING:

- a. **CITY** negotiated the total cost of the PROJECT with the CONSULTANT in the amount of \$373,025.00.
- b. **CITY** will be responsible for 75.00% of the total cost of the PROJECT to be performed by the CONSULTANT, not to exceed \$279,768.75.
- c. **COUNTY** will reimburse the City for 25.00% of the total cost of the PROJECT to be performed by the CONSULTANT, not to exceed \$93,256.25.
- d. Should the negotiated price and any addendums for the PROJECT exceed \$373,025.00 the **CITY** will provide **COUNTY** the opportunity to concur with the increased cost. If **COUNTY** does not concur with the increased cost, the **CITY** may choose to authorize the additional cost at its own expense. All agreed upon project costs will be shared per Section V, Funding, Items b and c above.

- e. **COUNTY** shall remit payment of its share of the monthly cost, to the **CITY** for the **PROJECT** within thirty (30) calendar days of receiving an invoice from the **CITY**.

VI. GENERAL

- a. Upon **CITY'S** acceptance of the **PROJECT**, or any specific portion thereof, **CITY** will assume sole and complete responsibility for the **PROJECT**. For purposes of this Agreement, **CITY** will be considered to have accepted the **PROJECT**, or any specific portion thereof, by issuing a written acceptance of the study to the **CONSULTANT**.
- b. Upon completion of the **PROJECT**, any additional model updates or maintenance will be paid for by the requesting agency through addendums to the **CITY's** contract with the Consultant. The results of the additional modeling will be made available to the **CITY** and **COUNTY** **regardless of who requested the additional modeling work**.
- c. All notices or other communications hereunder shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designed in writing by the parties:

AS TO THE CITY:

Laura Cabiness
Director / Public Service
2 George Street
2nd Floor
Charleston, SC 29403

John T. Tecklenburg, Mayor
P.O. Box 304
Charleston, SC 29401

Janie Borden, Esq.
Assistant Corporation Counsel
50 Broad Street
Charleston, SC 29401

AS TO COUNTY:

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on the date indicated above.

Signed, sealed and executed for **CITY**

WITNESS:

City of Charleston

By: _____
(Signature)

Title: _____

Signed, sealed and executed for the **COUNTY**.

WITNESS:

Charleston County

Cheryl Goins

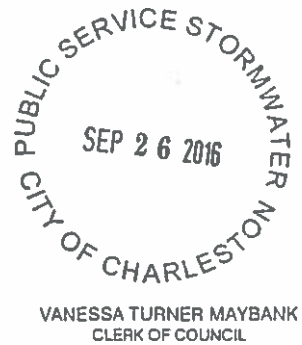
By: [Signature]
(Signature)

Title: COUNTY ADMINISTRATOR



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department



September 19, 2016

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

**Re: PUBLIC SERVICE – WORK AUTHORIZATION #4
WATERSHED MASTER PLAN FOR THE PARTIAL DUPONT/WAPPOO
WATERSHED**

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on September 13, 2016, approved the lump sum Work Authorization #4 under existing Master Agreement for Professional Services with URS for development of watershed master plan for Dupont/Wappoo area. The plan will utilize field collected drainage infrastructure data to develop modeling for stormwater master planning and future watershed development. The plan will identify stormwater drainage infrastructure improvement projects based upon future build-out within the watershed. Drainage funds will be used to fund this contract.

Enclosed please find an original Agreement for your records. By copy of this letter, I am returning one (1) original to Kinsey Holton in Public Service. One original Agreement will be retained in the Clerk's office.

Sincerely,

Vanessa Turner Maybank
Clerk of Council

Enclosure: As Stated

c: Kinsey Holton (w/one (1) original document)
Joleen Deames (w/o documents)
Laura Cabiness (w/o documents)



LUMP SUM WORK AUTHORIZATION

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and URS Corporation, a Nevada corporation, dated June 17, 2014, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by URS Corporation ("Consultant") on the Project known as:

**Work Authorization #4
City of Charleston Watershed Master Plan for the
Partial DuPont/Wappoo Watershed**

Client Authorized

Representative: Laura S. Cabiness, P.E.
Address: Department of Public Service
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized

Representative: R. Thomas Haselden, P.E., Vice President
Address: 101 Research Drive
Columbia, SC 29203
Telephone No.: (803) 254-4400

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment C to this Work Authorization. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA

Signature

John J. Tecklenburg

Typed Name/Title

Date of Signature

9/13/16

URS CORPORATION

Signature

R. Thomas Haselden, Jr., P.E.
Vice President

Typed Name/Title

August 23, 2016

Date of Signature



**Attachment A
Scope of Services**

**Work Authorization #4
City of Charleston Watershed Master Plan for the
Partial DuPont/Wappoo Watershed**

Project Understanding

The City of Charleston (City), in conjunction with Charleston County (County) has requested that URS provide the following scope of services to evaluate the DuPont/Wappoo (DuPont) watershed within the City and the unincorporated areas of the County. This Watershed Master Plan (Plan) will utilize field collected stormwater infrastructure data to develop hydrologic and hydraulic models for incorporation into City and County stormwater master planning and future watershed development. Additionally, field data collection will be used to evaluate the existing infrastructure to determine the drainage system condition and identify locations of current and long-term maintenance concerns. The following provides an overview of the watershed, followed by the proposed scope of services to complete the watershed evaluation and develop the hydrologic and hydraulic models.

The DuPont watershed is made up of a mix of high density commercial development, including several strip malls, the Citadel Mall, and older residential areas. For the purposes of this project, the DuPont watershed consists of drainage in West Ashley bounded by Savage Road to the west, the West Ashley Greenway to the south, Castle Road to the east and Ashley River Road (US-61) to the north. The primary drainage feature for this watershed is a large drainage canal conveying runoff from the Citadel Mall area to a tidal creek flowing under Ashley Town Center Drive and discharging to the Stono River. The majority of this watershed consists of curb and gutter drainage through the commercial areas with small drainage swales in the older residential areas north of the mall and east of Orleans Road. This drainage network is extremely flat and experiences ponding and backwater influence during storm events concurrent with high tides within the Stono River. With on-going development and the potential for redevelopment in the area of the Citadel Mall, this drainage network will be evaluated to determine the potential for stormwater improvements associated with redevelopment.

This project encompasses the evaluation and assessment of the DuPont watershed as described above. URS will investigate and develop the storm drainage network utilizing survey grade investigation and assessment practices. Survey points will be collected utilizing sub-foot accuracy for horizontal control and elevation control +/- 0.1 ft. Once evaluated, URS will provide the City and County with a hydrologic and hydraulic model and report that includes recommended alternatives to improve the drainage network. This report will be provided to City and County staff for review through appropriate agency departments as identified by the City and County. These recommendations shall include applicable system upgrades, replacement, and maintenance activities. The tasks listed herein have been developed to provide the City and County with a comprehensive drainage analysis and report of the DuPont watershed. The following tasks are based on the level of effort estimated to complete a full Plan and report for the City and County.

For the purposes of this scope of services, URS understands that the City will serve as the primary contact for URS with respect to contract negotiations, billings and administration. Day-to-day coordination between County, City and URS staff will be defined and agreed upon as part of the initial kickoff meeting as defined in Task 1 below. As identified in this scope of services, this project effort is being led by the City. Therefore, specific task items outlined



may identify the City as the recipient of the effort. URS understands that appropriate coordination, and product delivery to the County is required as part of this scope of services. Thus, in reference to the project tasks, "City" and "County" can be considered interchangeable with respect to product development, coordination, and delivery.

Task 1: Project Management: City and County Coordination

URS will conduct a kickoff meeting with City and County staff to review the scope of services and schedule. At this initial meeting, the team will review sub-tasks, project expectations and completion timeframes. The purpose of the kickoff will be to define timeframes and develop a comprehensive project schedule. This meeting will also serve to define coordination responsibilities on project tasks between the City, County and URS staff.

This task also covers overall project management and administration including City and County coordination, facility coordination, if required, and project QA/QC activities. This also includes the facilitation and attendance at three (3) public meeting for this project. URS anticipates that these meetings will be held as a joint City/County meeting. The timing of meetings will be identified over the course of the project. Should more than three public meetings be required, URS can provide these services on a time and materials basis.

Deliverables: URS will provide the City and County with meeting minutes and a detailed project schedule for project assessment and completion within 48 hours of the kickoff meeting. The meeting minutes will include coordination protocol between the City, County and URS; key staff members and points of contact will be identified, with levels of responsibility clearly defined. The detailed schedule will outline the timeframes for completion of the tasks outlined below. URS will also provide the City with a bi-weekly update email conveying project progress and completion timeframe in accordance with the project schedule.

Task 2: Field Work and Data Collection

Task 2.1 – Field Data Collection and GIS Data Management SOP Manual

The initial phase of the project will be to develop data collection and GIS procedures that will be used consistently throughout the project. These processes will be developed as a *Field Data Collection Standard Operating Procedures Manual (SOP)*. This SOP will be provided to the City for review prior to initiating field activities. Once approved, the SOP will be implemented by all field crews associated with field data collection and GIS processing. The SOP will outline the type and detail of infrastructure collected as part of Task 2.3 - Field Investigation. It will also outline the framework for data processing and QA/QC procedures of the collected GIS information. All GIS information associated with this project will be collected and organized in a GIS geodatabase that matches the data structure of the City. The SOP will also outline how, and at what frequency, this information is provided to the City for review and insertion into their GIS system. The SOP will also include specific related to long-term maintenance and management of data systems, models and structures. This included protocol for model updating and distribution of model updates as development occurs within the study area. The SOP document will be developed as a comprehensive guide for watershed master plans development within the City and County, and will include, at a minimum, the following:

- Communication flow chart
- Health and Safety plan and procedures
- Public notification procedures
- Field data collection procedures



- MS4 compliance requirements for the project area (IDDE, ERG, outfall identification/screening, etc.)
- Data management and storage procedures
- Model development and implementation requirements
- GIS data requirements and management
- Conditional assessment matrix
- Stream and wetland assessment protocol (site identification, field assessment and site prioritization)
- Project identification and ranking matrix procedures
- Water quality/quantity recommendation requirements (as in relates to BMP selection and the SWDSM)

Deliverables: URS will provide the City with a draft SOP for review in accordance with the detailed project schedule. The City will have approximately two weeks to review the SOP and provide comments. URS will incorporate City comments into a final SOP and provide three hard copies and one digital copy to the City.

Task 2.2 – Traffic Control Plan

In order to facilitate the safe collection of field data, it will be necessary to develop a comprehensive traffic control plan for field activities. This traffic control plan will outline lane closure practices, safety equipment (e.g. Personal Protective Equipment, PPE) and vehicle usage practices during the field data collection. The majority of the field work can be accomplished without the necessity for lane closures. URS field staff will follow strict safety procedures associated with working in and around roadways. Any data collection that requires access to roadways within the roadway beyond edge of curb will require appropriate signage and traffic control. This plan will be provided to the City for review prior to initializing field investigation. Where lane closures will be required, URS will provide the City with a minimum of a week's notice prior to initiating these activities. URS will coordinate with SCDOT related to permitted lane closures as the development of any necessary traffic control plans. Any related permitting or processing fees for the traffic control plan will be the responsibility of the City.

Deliverables: URS will provide the City with a draft Traffic Control Plan for review in accordance with the detailed project schedule. URS estimates the City will take approximately two weeks to review the Traffic Control Plan and provide comments. URS will incorporate City comments into a final Traffic Control Plan and begin the field investigation phase of the project. The final Traffic Control Plan will be incorporated into the SOP as an appendix. In addition, this appendix will include safety procedures in accordance with URS safety protocol including, but not limited to daily safety meetings, incident reporting procedures, implementation of a safe work plan, and fit for duty compliance.

Task 2.3 – Field Investigation

As part of the field data collection task, URS shall collect stormwater infrastructure data within the defined project area. This data will be collected utilizing survey grade GPS equipment to determine location and elevation information of the City's stormwater system. The purpose of the data collection is to gather sufficient information to develop the stormwater network and determine pipe and ditch dimensions and slopes. This data will be of sufficient detail to be utilized to develop the ICPR model for the drainage area. The data collection will be limited to the collection of infrastructure within proximity to existing roadways and City owned/maintained infrastructure. Private residential culverts, downspouts or yard drains will not be collected as part of this project. Private driveway culverts will be addressed as described under the Pass 1 description. For commercial facilities, including on-site stormwater BMPs, infiltration swales, and parking lot drop inlets, URS will coordinate with the City to identify and collect data necessary to facilitate the development of the overall system model. However, the collection of internal drainage systems within commercial properties is not part of this scope of services. URS will collect appropriate



BMP information, including but not limited to outfall pipes, dam crest and other critical BMP elements that are discharge points from commercial properties. The data to collect as part of the commercial areas will be clearly defined during the development of the SOP. All data collected by URS will consist of the public drainage system where easements are present, or appropriate notification has been provided to the property owner for system access. Identification and public notice procedures will be outlined as part of the development of the SOP. URS will not enter private residential or commercial property where easements are not present and notification has not been provided to property owners. System specific data will be collected for the following stormwater infrastructure:

- Pipes, culverts and drains – size, material, type, invert elevations and flow direction, including manhole rim elevation where applicable.
- Catch basins and curb inlets – invert elevations, entrance width and type, and size of basin.
- Access manholes – size and top and invert elevations.
- Ditches – length, direction, bottom elevation, bottom width, top elevation and top width at a distance to be identified in the SOP. URS understands that cross sectional frequency and detail will vary significantly depending on the size of the conveyance.
- Stormwater BMPs – GPS the perimeter, normal water surface elevation and outlet control structure(s). Collect type, size and inlet and outlet elevations of any visible structures, orifices or weirs.
- Driveway culverts (see description below)

The field investigation will be composed of a two pass process:

Pass 1

The condition of the storm drainage system is critical in determining the potential flooding sources and outlining remediation and maintenance activities. This pass involves locating the infrastructure elements on a horizontal datum to sub-foot accuracy and completing a conditional assessment of the stormwater system. Each entity will be conditionally assessed based on visual observations at the access points to determine condition of the structure and approximate operational condition (i.e. sediment and/or trash and debris build-up, cracks, breaks or collapses). This task will not include TV screening services of the system. In order to provide a comprehensive assessment for the evaluation of the watershed, the conditional assessment will utilize assessment terminology and coding consistent with NASSCO standards. The first pass will consist of collecting the following information:

- Structure - type, materials, sizes, and condition.
- Pipe - material, shape, sizes, depths, and condition.
- Ditches - length, direction, width, material, bench, and condition.
- Stormwater BMPs – GPS the perimeter, top of dam and spillway structure. Collect type, size and inlet and outlet elevations of any visible structures, and condition.
- Outfalls, type, materials, sizes, and condition (as outlined in the Conditional Assessment task below).
- Driveway culverts – all driveway culverts within the study area associated with a roadside ditch or otherwise connected conveyance system will be identified and assessed as part of the Pass 1 data collection. Where driveway culverts are identified as being greater than 15" in diameter, the survey grade information will be collected as part of Pass 2 and included as significant elements of the model. Where culverts are smaller, only the conditional assessment will be collected. Best



professional judgement, conditional assessment results and model calibration will be utilized to determine the impacts of these smaller driveway culverts on the overall model of the system.

During Pass 1, structures that are not accessible will be identified and provided in a list to the City and County. The City and County, if needed, will make the structures accessible during Pass 2. Assets that were discovered during Pass 1 will be mapped and used in Pass 2. It is understood that City and County staff may not have the manpower to perform access operations in a timely manner as outlined in this scope of services. Therefore, URS will work with the City and County to clearly define access protocol and any potential third party vendors that may be suitable to provide these services. The protocol will be clearly outlined in the SOP.

Pass 2

The second phase will utilize the location information from Pass 1. The focus of Pass 2 will be to collect a survey grade elevation, +/- 0.1 foot, for rim elevations, ditch elevations, outfall elevations, and BMP elevations. Structures that were not accessible during Pass 1 and identified by the City for Pass 2 will be opened to obtain the appropriate attribute information typically collected during Pass 1.

For this scope of services, URS estimates field collection costs for this project to be set on a per node basis. For this project, URS estimates that there will be approximately 1,500 nodes collected for the DuPont watershed. Additionally, Charleston County has provided additional data contained in their stormwater inventory. This information includes baseline information suitable to expedite Pass 1 data collection. This data does not include all necessary information for the inventory. However, this information does provide some cost savings for the project.

If additional node collection is required, URS will consult with the City on a revised scope, with additional node collection to be in accordance with a cost not to exceed \$75/node or as agreed to by both parties. It is understood that these estimates have been completed based on existing roadway lengths, watershed area, existing available infrastructure data, and past project experience.

It is URS' experience in working with these types of drainage systems that access to some facilities, including drop inlets, manholes, catch basins, concrete inlet lids, and ditches that cross private property will require additional access either through the use of heavy equipment or coordination. URS will provide the City with a list of these structures or areas on a weekly basis. The URS project manager will coordinate with the City to schedule access to these areas. URS will not utilize heavy equipment to access infrastructure. Access will be provided by the City, County or their identified authorized representatives. Coordination with private landowners will be the responsibility of the City. URS will prepare a public notice as part of the field investigation task that shall be posted or distributed by the City or County. This notice will also be carried by all URS staff working within the project limits to inform the public with regards to the purpose and scope of the project.

The field work and data collection tasks will utilize appropriate staff and equipment including vehicle time and mileage necessary to complete the scope defined above. No additional equipment or vehicle expenses are expected without prior approval of the City.

Deliverables: URS will provide the City with map books for the DuPont watershed detailing the location, size and flow direction of the stormwater system components. Map book components will be identified as part of the SOP. The map books will be provided to the City as draft for review and modification based on institutional knowledge



and previous maintenance activities. Once approved by the City, URS will provide three bound hard copies and one digital (PDF) copy of the final map book for the watershed.

Task 2.4 – Wetland and Stream Assessment

URS will utilize a stream assessment methodology defined and outlined in the SOP to identify potential wetland and stream resource enhancement and restoration opportunities. This will be completed concurrent with the Pass 1 analysis of project sites. This will include conditional site assessment, constraints evaluation and potential feasibility matrix evaluation based on the methods established in the SOP.

Once the ecological sites have been evaluated, URS will provide the City with ranking of potential sites. URS, the City and the County will work together to select three (3) priority projects based on the ranking matrix. URS will then perform a high-level field investigation for these three priority sites to provide the City with a preliminary sketch level design and very preliminary cost evaluation of the three projects.

Deliverables: URS will provide the City with a feasibility assessment of potential wetland and stream restoration opportunities in the watershed. This will be provided as a preliminary technical report, with the purpose of identifying the final three sites for detailed evaluation. Once fully evaluated, all sites will be included as part of the final Plan outlined in Task 5.

Task 3: GIS Data Management

Concurrent with field data collection, URS will develop a geodatabase for the watershed data. This database will maintain compliance with the procedures outlined in the approved SOP. URS will host the data on a remote server to allow for real time transfer from the field collection units. Additionally, once QA/QC checks have been performed on the collected data, URS will provide access to the City to review the data and provide comments/questions on a bi-weekly basis.

Deliverables: Upon completion of all of the appropriate field data collection and appropriate QA/QC, URS will provide the City with a final GIS geodatabase consistent with the approved SOP. The geodatabase will be provided as part of the final deliverable report for this project.

Task 4: Watershed Analysis

Task 4.1 – ICPR Modeling

URS will perform a hydrologic analysis of the overall watershed to determine stormwater runoff rates for the 2, 5, 10, 25, 50, and 100-year storm events. For this analysis, URS will apply the TR-20 curve number (CN) approach originally developed by the US Department of Agriculture, Soil Conservation Service (USDA, SCS, 1986). Under this approach, the volume of runoff generated by a model sub-basin for a particular storm event is calculated as a function of the area's CN, which in turn depends upon the soil characteristics, vegetative cover and impervious cover of the area. The shape of the hydrograph is dependent upon the sub-basin time of concentration, which is a representation of how long it takes for runoff to go from the most distant point in the sub-basin to the sub-basin outlet. The time of concentration will be affected by factors such as the sub-basin size and shape, land slope, and flow length. Results can be saved for input to the hydraulic model to perform dynamic hydraulic routing in downstream reaches. A preliminary hydraulic analysis shall then be utilized and incorporated to determine preliminary design flows, flood elevations and residential and commercial impacts of the modeled storm events.



This hydraulic model will be developed utilizing Interconnected Pond Routing Model (ICPR), Version 3. ICPR offers a number of desirable features, which include the following:

- City staff is familiar with the model and comfortable with the calculation methods used in the model.
- The model is approved for use by the Federal Emergency Management Agency (FEMA) in floodplain analysis. Therefore, the models developed in this Plan can be used to support changes in existing FEMA floodplain mapping in the County, though this is not included in the scope of the Plan.
- Version 3 includes a graphical user interface (GUI) that is useful for developing stormwater system network schematics, entering and verifying model input, and viewing and presenting model results.
- ICPR can account for tidal influence, backwater effects, detention/retention pond routing and a number of other features that are necessary for modeling.

ICPR offers a number of options for calculating runoff volumes and routing runoff generated by rainfall events. The model will be used to develop runoff hydrographs from defined sub-basins within a watershed. These hydrographs will be used as input at appropriate points in the hydraulic network. The ICPR model will evaluate the 2, 5, 10, 25, 50, and 100-year design storms, with duration of 24 hours and an SCS Type III distribution. The program will simulate branched or looped networks; backwater due to tidal or non-tidal conditions; free surface flow; pressure flow or surcharge; flow reversals; flow transfer by weirs, orifices, and pumping facilities; and storage at online or offline facilities.

Model Calibration:

Calibration and verification will be collected for predicted stages, flows, and velocities. For calibration or verification, data must be available in the form of rainfall, stage, flow, and/or high water marks for specific storm events, land use, and hydraulic conditions. Rainfall data provided by NOAA and USGS, and empirical evidence from City and County staff and residents will be used for the calibration of hydrologic and hydraulic models. In cases of limited number of rainfall gage stations, and no long-term stations measuring upland stream flows, the results developed by the model (e.g., road overtopping and/or structural flooding for particular design storms) will be compared to known high water marks or historical flooding to validate the results generated by the model. In addition, problem areas will be reviewed with the City staff to evaluate whether the results calculated by the models are reasonable.

This information will be used to identify preliminary design parameters for potential drainage improvements and will be incorporated into the overall watershed assessment plan.

Deliverables: URS will provide the City with a working ICPR model for implementation by the City.

Task 4.2 – Sea Level Rise Evaluation

URS will develop Sea Level Rise (SLR) scenarios following the methodology presented in USACE Engineering Regulation No. 1100-2-8162. The approach provides a range of future sea level conditions, “Low”, “Medium”, and “High”, for a time horizon to be selected by the City (e.g., 25-year, 50-year, or other N-year horizon). The computed SLR estimates will be compared to publically available projections for the southeastern United States. A summary memorandum will be provided describing the methodology and estimated SLR projections. The SLR



estimates will be used in conjunction with the hydraulic modeling to evaluate the performance of the drainage system under existing conditions and potential mitigation alternatives.

Deliverables: Sea level rise evaluations will be included as part of the final Watershed Analysis Report. The data results will also be included as part of the various ICPR modeling analyses.

Task 5: Watershed Master Plan

URS will provide the City with a Watershed Master Plan. This Plan will address the watershed and provide the City with the results of the hydrologic and hydraulic analyses, maintenance and repair recommendations, stream and wetland restoration opportunities, and design standard recommendations associated with the assessment of the stormwater infrastructure. The Plan will be broken into four main categories as outlined below.

Task 5.1 – Conditional Assessment Summary

The GIS data and conditional assessments will be reviewed and compiled into a conditional assessment report. This report will summarize the City's infrastructure within the watershed and provide general guidance with respect to areas of future concern. The assessment will be developed in a matrix format that takes into consideration location, size, age, condition and potential impact in the event of failure. This matrix will be provided to the City as a long-range guide with respect to areas of potential concern for the purposes of Capital Improvement Project (CIP) planning. This report will also provide maintenance schedule recommendations to assist the City with their maintenance practices related to the stormwater system. This will include preliminary cost evaluations of system repair/replacement elements.

Task 5.2 – System Analysis

The results of the hydrologic and hydraulic analysis will be utilized to provide the City with an overall assessment of the storm drainage infrastructure in the watersheds. This portion of the report will provide the City with hydrologic and hydraulic calculations for each element of the storm drainage network and provide information related to design capacity, conveyance and tidally influenced areas. The results of this analysis provided in this section can be utilized by the City to prioritize areas of improvement within the City. This section will also include recommendations associated with the sea level rise analysis.

Task 5.3 – Improvements and Alternatives

Based on the conditional assessment and the overall system analysis, URS will provide the City with a list of recommendations for improving drainage and flow within the watershed. These recommendations will be on a conceptual level and should not be interpreted as final design recommendations. The Plan will include recommended improvements potentially associated with pipe size increases, ditch widening or the installation of additional stormwater infrastructure. Additionally, this Plan shall include recommended maintenance and a schedule for upgrading and replacement of infrastructure within the system based on the conditional assessment, including a cost/benefit analysis for identified projects. This improvements section will also include the ecological assessment for stream at wetland enhancements. This would include priority rankings of potential stream and wetland restoration projects, including a preliminary conceptual design for the highest three ranked projects along with cost estimate.



Task 5.4 – Design Standard Recommendations

The results of the System Analysis will provide URS, the City and the County with a detailed model of storm drainage with the DuPont watershed. This model will be used to develop design recommendations and design standards for future development within the watershed. The design recommendations will be provided to the City as part of the Watershed Analysis Report. Once reviewed and approved as part of the report by the City, URS will provide recommendations for updates to the City's Design Standards Manual (Manual) and present the proposed design standard recommendations to the City's Stakeholder's Group associated with Manual review. Once approved, the design standards can be adopted by the City as an update to the Manual and incorporated as design requirements for the watershed.

Deliverables: URS will provide the City with a final Watershed Management Plan. This will include a digital PDF version of the Plan and all applicable appendices, ten (10) bound copies of the Plan, and a digital copy of the developed geodatabase for inclusion in the City's GIS system. URS will provide recommendations for updating the Manual and provide Stakeholders with a presentation covering the applicable Manual updates.

Additional Services

If any tasks not listed above become necessary to complete the analysis of the watershed, included property research, geotechnical investigation, or easement services URS can assist the City of Charleston on either an hourly basis according to the hourly rate schedule, as attached, or with a revised scope of services at the City's discretion.



**Attachment B
Estimated Schedule**

Project Completion Schedule

It is anticipated that this project will require no more than 10 months to complete from notice to proceed. The schedule below includes review time and coordination and is based on a NTP of October 1, 2016.

Service	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	July 2017
Task 1 Project Management and City Coordination										
Task 2 Field Work and Data Collection										
<i>Task 2.1 Field Data Collection and GIS Data Management SOP Manual</i>										
<i>Task 2.2 Traffic Control Plan</i>										
<i>Task 2.3 Field Investigation</i>										
<i>Task 2.4 Stream and Wetland Assessment</i>										
Task 3 GIS Data Management										
Task 4 Watershed Analysis										
<i>Task 4.1 ICPR Modeling</i>										
<i>Task 4.2 Seal Level Rise Evaluation</i>										
Task 5 Watershed Analysis Report										
<i>Task 5.1 Conditional Assessment Summary</i>										
<i>Task 5.2 System Analysis</i>										
<i>Task 5.3 Improvements and Alternatives</i>										
<i>Task 5.4 Design Standard Recommendations</i>										



Attachment C
Schedule of Fees and Charges

This is a Lump Sum project. Tasks will be invoiced monthly on a percent completed basis.

Description	Man Hours	ODC/Subs	Total Fee
Task 1 – Project Management and City Coordination	299	\$ 2,900	\$ 38,727
Task 2 – Field Work and Data Collection			
<i>Task 2.1 Field Data Collection and GIS Data Management SOP Manual</i>	160	\$ 6,000	\$ 24,304
<i>Task 2.2 Traffic Control Plan</i>	50	\$ 0	\$ 5,345
<i>Task 2.3 Field Investigation</i>	1030	\$ 13,980*	\$ 129,910
<i>Task 2.4 Stream and Wetland Assessment</i>	0	\$ 24,500	\$ 24,500
Task 3 – GIS Data Management	467	\$ 14,200**	\$ 64,082
Task 4 – Watershed Analysis			
<i>Task 4.1 ICPR Modeling</i>	355	\$ 500	\$ 38,896
<i>Task 4.2 Sea Level Rise Evaluation</i>	77	\$ 0	\$ 6,612
Task 5 – Watershed Analysis Report			
<i>Task 5.1 Conditional Assessment Summary</i>	97	\$ 3,600	\$ 12,708
<i>Task 5.2 System Analysis</i>	67	\$ 0	\$ 6,864
<i>Task 5.3 Improvements and Alternatives</i>	97	\$ 4,000	\$ 12,513
<i>Task 5.4 Design Standard Recommendations</i>	88	\$ 0	\$ 8,564
TOTAL	2,568		\$ 373,025
*Includes 5 days of traffic control consisting of temporary lane closures. Additional lane closure time shall be provided as an additional scope of services.			
**Includes remote GIS hosting and cloud services. This consists of the annual host fee associated with remote server support and CartoPac data collection software setup fee and technical support.			



Attachment D
URS TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule 2016

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

<u>Labor</u>	<u>Rate per Hour</u>
Department Head/Vice President	\$215.00
Senior Project Manager (M3)	\$180.00
Senior Environmental Scientist	\$165.00
Project Manager (M2)	\$145.00
Senior Project Engineer	\$145.00
Project Manager (M1)	\$130.00
Senior Design Associate	\$120.00
Senior Environmental Health & Safety Manager	\$130.00
Project Engineer 2	\$125.00
Project Engineer 1	\$110.00
Senior Hydro Geologist	\$110.00
Environmental Scientist	\$95.00
Senior Design Technician	\$95.00
Engineering Associate	\$90.00
Project Administration	\$80.00
Project Representative	\$85.00
Design Technician	\$80.00
CADD	\$75.00
Administrative Services	\$60.00
Co-op Student	\$50.00
<u>Survey & GIS Services</u>	
Surveying Department Head	\$145.00
Surveying Manager	\$105.00
Surveying Associate	\$75.00
Survey Crew Chief	\$75.00
Instrument Operator	\$55.00
Senior GIS Project Manager	\$145.00
Senior GIS Analyst	\$115.00
GIS Project Manager	\$125.00
GIS System Designer	\$120.00
GIS Analyst/Programmer	\$105.00
GIS Specialist	\$80.00
GIS Technician	\$70.00
<u>Other</u>	
Chargeable expenses	Actual cost
Overtime	Hourly rate – with prior approval of the City
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

October 1, 2016 to September 31, 2017

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.